



## **TERMS AND CONDITION OF SALE**

### **TERMS**

Net 30 days. FOB Austin, Texas. (The customer assumes possession of all product shipped once it is loaded on the carrier). Accounts remaining unpaid after expiration of net payment period will be subject to a 1 1/2% per month late charge.

### **GENERAL TERMS**

Price and terms of sale are subject to change without notice. Orders based on quotations will be invoiced at prices quoted the date such orders are accepted. Other orders will be billed at prices as of the date of shipment. Orders will be filled with reasonable promptness, but TRAKRACK will not be held responsible for any loss or damage resulting from delay in filling orders by reason of fire, strikes, differences in workmen, government regulations, accidents, acts of mother nature, delays by carriers or any other cause beyond its control. Any errors or omissions on shipments or invoices are subject to correction by TRAKRACK Corporation. TRAKRACK Corporation reserves the right to determine the freight carrier.

### **MINIMUM ORDER**

No minimum order. TrakRack reserves the right to ship only full carton quantities when product over 50in. length is ordered.

### **SHIPMENTS**

Goods in transit are at the risk of the purchaser. On stock orders, TRAKRACK reserves the right to INCREASE or DECREASE quantities to make full cartons on oversized items.

Every effort will be made to meet ship dates. TRAKRACK cannot guarantee the delivery times of our shipments. Any cost incurred by our carriers due to the inability to accept the order will be billed to the purchaser.

### **BACK ORDERS**

Any item on backorder will ship automatically unless other arrangements are made with the purchaser. Freight will be paid by TrakRack on all backorders.

## **RETURNS**

No returns will be accepted without authorization issued by TRAKRACK. All returns must be made within 30 days of date of receipt of shipment. All return product must be shipped in the original carton, be in re-saleable condition, and must be prepaid by the customer. The purchase refund excludes any shipping, taxes, or handling charges purchaser may have incurred.

## **CLAIMS**

All claims for shortages of damaged goods must be noted on the bill of lading at the time of delivery with the carrier's signature showing the nature and the quality of items damaged. All claims for damage and shortages must be made with the carrier by the purchaser. By placing orders with TRAKRACK Corporation, purchaser agrees to the listed Terms and Conditions of Sale.

### **TrakRack<sup>®</sup> Limited Lifetime Warranty**

TrakRack, Inc. warrants to the original consumer purchaser of properly installed TrakRack shelving and shelving components, that its products will remain free of any defects in materials and workmanship for as long as the original purchaser owns the products. This warranty applies only to properly installed TrakRack products used for domestic/consumer purposes.

In the case of installation of TrakRack products for industrial, commercial or business purposes, or use for such purposes, these same products are warranted to be free of defects in materials and workmanship for a period of two (2) years from the date of purchase. In case of any claim hereunder by a non-domestic use customer, such claim must be received by TrakRack prior to a date ending on the second year after original purchase.

In case of any claim hereunder, TrakRack agrees, at its sole discretion, to provide replacement product (FOB Spicewood, Texas) or a refund of the original purchase price. All claims should be addressed to TrakRack, PO Box 819, Springboro, OH 45066, Attn: Warranty Damages.

**THIS WARRANTY EXCLUDES PRODUCT DAMAGE DUE TO IMPROPER INSTALLATION OR PRODUCT ABUSE OR MISUSE, WHETHER INFLICTED BY AN INSTALLING CONTRACTOR, SERVICE COMPANY OR OTHERS. TRAKRACK WILL NOT BE RESPONSIBLE FOR LABOR, INSTALLMENT OR FREIGHT CHARGES AND/OR ANY DAMAGE INCURRED IN INSTALLATION, REPAIR OR REPLACEMENT, NOR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. NO IMPLIED WARRANTY SHALL EXCEED IN LENGTH THE SPECIFIC WARRANTY GIVEN HEREUNDER.**

Some states, provinces and nations do not allow the exclusion or limitation of implied warranties, or of incidental or consequential damages so the above limitations or exclusions may not apply in every case. This warranty gives the owner specific legal rights, and the owner may also have other rights which may vary from state to state, province to province and nation to nation.