



Corporate Headquarters:  
12802 Commodity Place  
Tampa, FL 33626  
Phone: 1-800-736-7991  
Fax: 1-813-434-2496  
Email: customerservice@duraguard.com  
**Effective: 11-02-18**

## TERMS AND CONDITIONS

- All orders are subject to acceptance by Duraguard Products Inc., and must include a written Purchase Order.
- We reserve the right to modify any product without prior notice and without incurring any obligation. Please contact us with questions regarding product specifications or visit our website, [www.duraguard.com](http://www.duraguard.com).
- We assume no responsibility or liability for the improper installation, selection, use or maintenance of any products sold by us.
- These Terms and Conditions supersede all those published and previously issued by Duraguard Products Inc.
- All published prices are subject to change without notice. All special Quotations will be honored for 30 days unless otherwise noted. We reserve the right to correct any typographical errors.

### PLACING YOUR ORDER

Because of our 5 locations throughout the United States, we are able to service our Customers from 8am-5pm Eastern and 8am-5pm Pacific.

Duraguard Products Inc. West Coast  
Ph: 800-736-7991, Fax: 800-297-4175  
Duraguard Products Inc. East Coast  
Ph: 813-792-3527, Fax: 866-353-0896

### MINIMUM ORDER

\$100 excluding sales tax and freight charges.

### PAYMENT TERMS

1% 10 Days, Net 30 Days from Invoice date with approved credit. Past due Invoices are subject to a 1 ½ percent per month service charge.

### COST OF COLLECTION

If the Customer defaults with respect to any payment due to Duraguard Products Inc., the Customer shall pay Duraguard Products Inc. for all costs and expenses, including any legal expenses and attorney fees incurred by Duraguard Products Inc. in exercising any of its rights or remedies.

### FREIGHT TERMS AND ALLOWANCE

Freight is pre-paid and allowed best way on all shipments of products (excluding lamps and poles) with a net order value of \$1,500.00 and above per order, per destination to addresses within the Contiguous United States. Additional shipping and handling charges will be added to all shipments to Alaska, Hawaii and International destinations. Orders under \$1,500.00 will be FOB shipper's point and shipped freight collect unless otherwise negotiated. Such orders will be shipped best way by carrier of our choice, unless carrier of choice is specified. Expedited shipping is available; additional charges will apply.

### SHIPPING LEAD TIMES

The scheduled ship date is an estimate only. Duraguard Products Inc. is not responsible for missed ship dates and late deliveries caused by the carrier. Duraguard Products Inc. will not accept any back charges for late deliveries.

### PARTIAL SHIPMENTS

If an order has multiple releases specified by the Customer, each release will be treated as an individual order, relative to minimum order quantity and freight allowance policy.

## **DAMAGED OR INCORRECT SHIPMENTS**

Duraguard Products Inc. will not assume liability for loss and/or damaged freight claims for any shipment. The Customer is responsible for filing claims directly with the carrier, according to the carrier's procedure and requirements for filing a loss or damage claim. Damaged shipment must be noted on the Bill of Lading before signing for the shipment. All damaged merchandise must be kept in the original carton for inspection by the carrier. Any claims involving incorrect or short shipments believed to be the fault of Duraguard Products Inc., must be made within 72 hours of receipt to be considered.

## **SALES TAX**

All prices, quotations, orders and agreements are subject to all Federal, State and Local Taxes. These taxes will be added to the invoice unless legal proof of tax exemption is provided. Duraguard Products Inc. reserves the right to invoice separately for the taxes should it be necessary to make payment where they were not included at the time of invoicing.

Tax certificates must be mailed to:

Duraguard Products Inc. - Corporate Headquarters  
Attn. Corporate Credit Department  
12802 Commodity Place  
Tampa, FL 33626

## **RETURNS**

No returns will be accepted without prior approval. An approved RGA Form must accompany all returns and must be submitted within 30 days of Invoice date. Customer will be responsible for all freight charges involved in the return. A 35% restocking fee will apply. Poles, custom built products or modified standard products with options are excluded from return approval.

All returns must be received by the expiration date on approved RGA. Material credit will be issued upon return, inspection, and approval. No credit will be issued for damaged returns. No debit should be taken prior to approval of returned material. No refunds will be issued for returns or warranty claims.

## **REPLACEMENTS**

Duraguard Products Inc. has the option of either replacing defective goods or crediting the Customer for the purchase price of such goods. A new Purchase Order must be issued for Replacement orders.

## **WARRANTY**

Lamps, light sources, ballasts, drivers, and associated components are warranted by their respective manufacturers as stated in the manufacturers' warranties. Product under Duraguard Products Inc.'s label is warranted by Duraguard Products Inc. according to Duraguard Products Inc.'s separate Limited Warranty, which is available upon request. Broken lamps are not warranted by Duraguard Products Inc. This warranty excludes field service or labor charges related to the repair, replacement or maintenance of any products sold by Duraguard Products Inc. We reserve the right to change the warranty period without prior notice. No other guarantee or warranty, either expressed or implied, exists other than as stated.

## **CHANGES**

Duraguard Products Inc. reserves the right to make modifications or changes to any of its Products, Pricing, Forms, Literature, Terms and Conditions and Warranty without prior notice.

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