



Terms and Conditions Acknowledgement Agreement

Eldon James Corporation

626 West 66th Street Loveland, CO 80538

Phone (970) 667-2728 Fax (970) 667-3204

Your company has requested an open billing account and credit privileges from Eldon James Corporation. In accordance with our ISO 9001 Contract Review requirements we ask that the following statement of our Terms and Conditions be acknowledged with the signature of an authorized purchaser.

As a proprietary manufacture we sell off-the-shelf standard products as shown in our catalog and on our Web site. We do not offer extended payment terms, nor do we negotiate these terms. Please return this form, completed and signed, to establish an account. We do not generally require additional credit references.

Please Note: Initial orders may be placed with a signed, faxed copy of this form provided the order does not exceed \$500 or the order has been approved by an officer of the Eldon James Corp. We require that an original signed and completed copy of the form (all pages) be sent via mail before secondary orders are processed.

Specific Terms and Conditions

Visa, MasterCard, or American Express credit cards are gladly accepted. Credit accounts will be established on a Net 30 basis upon submission and approval of the Eldon James Terms and Conditions Acknowledgement Agreement. This form is also available on-line in printable PDF format @ www.eldonjames.com > Orders > Online Credit Application.

Orders for less than \$500 are accepted with a credit card or other prearranged payment. With the exception of initial orders, purchases on an Eldon James account require a minimum order of \$500; **however, this provision may be waived and a \$50 minimum order accepted if the purchaser has no outstanding invoices older than 30 days and has a consistent on-time payment history.** Delinquent accounts may be subject to denial of credit and any account over 90 days past due is subject to action by a third party collection service.

Minimum Orders: Qualified minimum orders (see above) are \$50.00. PVC and Polyurethane tubing orders require a minimum \$100.00 per purchase.

Freight Policy: All shipments are F.O.B. Loveland, Colorado. Shipping charges are pre-paid and added to the invoice unless other arrangements are made by the customer prior to shipment. Standard shipping is by FedEx ground unless a UPS or other shipper account number is provided at the time the order is placed.

Export Orders: Invoices may be paid using one of three methods:

- 1) Visa, MasterCard, or American Express credit cards – CC authorization required
- 2) Payment by check drawn from an account at a US bank denominated in US dollars
- 3) Wire transfers denominated in USD are also welcome. All bank charges are the customer's responsibility. Contact Eldon James Customer Service 001 (970) 667-2728, 8:00 am to 5:00 pm MST, for specific bank and account information.



Quality Certifications: Many of our standard materials are USP Class VI, FDA and NSF approved or certified. Eldon James Corp. offers Certificates of Traceability and/or Certificates of Conformance on products made from these materials. **Certificates must be requested at the time the order is placed – We cannot assign certificates for orders which have already left our facility.**

Returned Goods: Goods will not be accepted for return after 30 days. All returned goods must be standard stocked products. Special materials fittings, fittings made from natural materials (NN, NK, NP, HDPE, LDPE) and Flexelene™ Tubing **cannot be accepted for return due to third party certifications.** Please call before ordering if you have questions about which materials are non-returnable.

To Return Merchandise: contact customer service for an RA number. The RA number must be posted on the outside of the return carton. Any fittings accepted for return are subject to a 15% minimum restocking fee. The restocking fee will be determined by the Eldon James Customer Service Department.

Limitations of Warranty: Eldon James Corp. warrants its products to be free from defects in materials and workmanship. The exclusive remedy for defective materials or workmanship is limited to replacement of defective products returned to the Eldon James Corp. within sixty days after the invoice and shipping date. NO WARRANTY OF MERCHANTABILITY OR FITNESS IS EXPRESSED OR IMPLIED. There are no warranties which extend beyond the description on the face hereof. Eldon James, Corp. is not liable for consequential or other damages, or for any expense incurred through the use of its products. **Customers are encouraged to request free samples for testing and evaluation so that the suitability of the product for a particular application may be determined.**

Please have the following section completed and signed by a Purchasing Manager authorized to issue payments on purchase orders, or a member of your accounting staff who issues payments. By completing this agreement, you accept and understand our terms and conditions, and indicate your willingness to meet them.

Please initial page 1 and sign page 2. Return both pages to Eldon James Corp. 626 West 66th St. Loveland, Colorado 80538

Company Name: _____

Billing Address: _____

Phone: _____

Fax: _____

Name (Print)/ _____

Title:

Signature: _____ **Date:** _____

E-Mail: _____