

# Terms and Conditions of Sale



## Specific Terms and Conditions

Visa, MasterCard and American Express credit cards are accepted. Credit accounts may be established on a Net 30 basis only, following submission and approval of Eldon James Terms and Conditions Agreement. The form is available online at [www.eldonjames.com](http://www.eldonjames.com), or may be requested through Customer Service at (970) 667-2728 or [sales@eldonjames.com](mailto:sales@eldonjames.com).

**Minimum Orders:** Order total must be at least \$100.00 USD.

**Same Day Shipment:** Standard lead time for stock orders is 2 business days to ship. Orders may ship same day with a \$100 expediting charge if the order is received by 12:00 PM MST and order is less than 1,000 pieces.

**Accounts:** Orders are accepted on account for customers with an on-time payment history and no invoices more than 30 days outstanding. Delinquent accounts can result in denial of credit and accounts over 90 days past due are subject to action by a third party.

**Freight Policy:** All shipments are F.O.B. Shipping Point (Origin), from Denver, 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.

**Quality Certificates:** Many Eldon James materials meet USP Class VI and FDA requirements. Certificates of Traceability and/or Certificates of Conformance are available. Requests for certificates must appear on the purchase order (a line item entry is preferable).

**Returned Goods:** Products are not returnable after 30 days. In order for Eldon James to maintain lot traceability integrity, the following categories of products are **non-returnable**: All Flexelene™ Tubing, all fittings with the letters NN, NK, PP, HDPE, PC, CVU & MN in the suffix, and all 'antimicrobial protected' products. It is impossible for us to guarantee lot and job traceability once these products have left our facility. 'Special orders' and custom manufactured products are non-returnable unless defective. Please call prior to placing an order if you have questions about returning specific products. We will gladly provide samples for determining fit and form functionality.

**Returns Procedure:** Contact customer service for a Return Authorization Request Form. RGA numbers must be clearly visible on the outside of the return carton. Returned product is subject to a 15% minimum restocking fee unless it is defective.

## Export Orders

**International:** It is generally easier and more economical to work with a distributor when making purchases outside of the USA. Distributors provide value-added customs and freight experience and will often stock parts based on a customer's needs.

**Special Payment Terms Conditions:** International shipments must be paid for in advance by wire transfer or credit card (authorization required prior to shipment). Please provide us with a Fed Ex or UPS account number. Shipments are easier to track if the freight account originates in the country where the shipment will be received.

**Customs:** Custom's fees vary considerably between countries and shipments may be delayed by several days for processing. Eldon James provides commercial invoices, NAFTA and other documents required for international shipments; however, customers are responsible for any charges assigned by customs that are added to their shipment. These charges are frequently added at the destination. Before placing an order, please check with your country's customs office for information regarding additional charges.

**Freight Forwarding:** Use of a freight forwarding service is recommended for all large shipments. Forwarding services can economize on shipping costs by grouping deliveries to common destinations. Freight forwarding companies also have experience with customs clearing and international shipping requirements.

**Payment on Export Orders:** Invoices may be paid by: 1) Visa, MasterCard or American Express credit cards - authorization required 2) Payment by check drawn from an account at a US bank (denominated in US dollars) 3) Wire transfers in US Dollars are also welcome - bank charges are the customer's responsibility. Please contact Eldon James Customer Service 001 (970) 667-2728, 8:00 a.m. to 5:00 p.m. MST for bank account and wire transfer information.

**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 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 to determine suitability of the product for their particular application.