

Terms and Conditions

Terms

- All orders are subject to the terms & conditions herein
- Shipments and deliveries are subject to credit approval
- All prices are FOB point of shipment Rancho Cucamonga, CA 91730
- With the terms being FOB point of shipment, it is the customer's prerogative to select the carrier and arrange for the doors to be collected. If you prefer, we will select a suitable carrier. However, If we choose the carrier, then it does not change nor alter the terms of sale.
- All freight charges are to be paid by customer third party billing
- Payment Terms: Per account
- Late fees: If the buyer does not pay an invoiced amount within terms, a finance charges of one and one-half percent (1.5%) per month on the late balance will be assessed
- Unless noted on the order, all prices exclude shipping and taxes

Conditions

- Written purchase orders are required
- Syntégra, LLC will send a confirmation approval of all orders and any change orders
- Orders will not be scheduled for production until we receive the signed Order Approval Form
- It is the customer's responsibility to verify all information and to notify Syntégra, LLC of any order discrepancies within one business day
- Changes made after receipt of the Order Approval Form are subject to additional fees depending on the status of the production order

Cancellations

All sales are final. Any order cancelled will be subject to a cancellation charge depending on the state of production. The customer is responsible for any special order material or equipment once the pre-production confirmation has been received.

Returns

Errors or defects in which Syntégra, LLC is responsible will be corrected promptly. Defective products will be replaced or credited upon detailed inspection by Syntégra, LLC. Written authorization must be obtained from the factory. Credit will not be allowed on merchandise held longer than 60 days from receipt and any goods that are not received within 30 days of authorization issuance will be closed.

Claims

Claims for discrepant materials must be submitted within 5 working days from receipt of shipment. Claims for orders that include Vision Lite Kits (with glass) must be submitted within 48 hours. All merchandise must be reconciled with the invoice and shipping documents.



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Freight Damage

Orders are always shipped FOB factory/point of shipment. The shipment is the customer's responsibility once it departs our freight dock.

Carefully inspect your shipment upon receipt. If there is visible damage, photograph the shipment and note this on the waybill. Your signature on the delivering carrier's freight Bill Of Lading (BOL) constitutes acceptance of the merchandise as is and in good order. If you do not inspect before signing you are, for all practical purposes, waiving the right to collect on a damage claim even if the damage is discovered later (known as *concealed* damage).

Unless specifically noted, **vision lite kits ordered with glass** will be sent separate from the door shipment. Due to the inherent risk of shipping glass, we are unable to file a freight claim or send replacements if we are not notified within <u>48 hours of delivery</u>. Please inspect the shipment immediately and have the proper documentation (pictures and noted POD) to initiate the claims process.

Additional points to remember consider:

- Whenever signing for freight, always write "SUBJECT TO INSPECTION".
- Whenever possible, inspect the freight before you sign.
- Note on the freight bill any obvious damage at the time of delivery (i.e. box corners crushed, tears, rips, slices, marks etc.); be specific and take pictures of any damage discovered.
- If you suspect internal damage, open immediately and document any damage found.
- Even if no damage is suspected, open the carton(s) within 24 hours and make a thorough inspection.
- After noting the freight damage on the bill of lading, you must call the carrier, and also notify us
 of a damaged shipment. We will ask you to email us a copy of the bill of lading that notes the
 freight damage.
- Hold all damaged goods and their packaging materials, in the original location, for inspection by the carrier.

In case of freight damage, contact Syntégra, LLC Customer Support immediately by phone or <u>customercare@syntegrausa.com</u>. Although Syntégra LLC is not responsible for freight-damaged items, we are able to assist with the claims process.

Shortages

Note on the waybill EXACTLY which item is short and have it verified by the driver.

Visible Damage

Note on the waybill EXACTLY what is damaged and the extent of damage. Be as specific as possible and photograph the damage. (e.g. Crate crushed, hole found in crate showing damage to frame, etc.) Have the driver verify the damage.



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Concealed Damage

Report to carrier IMMEDIATELY any damages discovered after delivery. The carrier will either waive inspection or send an inspector to examine. Hold the packaging and shipping container for the inspection. DO NOT DISPOSE of the shipment unless you are advised in writing by the carrier to do so.

Recent changes have been made to the National Motor Freight Classification (NMFC) rules regarding concealed damage notifications. As of April 18, 2015 the National Motor Freight Traffic Association (NMFTA) has reduced the time shippers are allowed to report concealed damage to the carrier from 15 days to 5 days. This applies to all LTL shipments. This means that **if you fail to report concealed damage within 5 days**, **it will result in your inability to file a freight claim with the carrier. Damage to vision lite kits must be reported within 48 hours with no exceptions**.

Documents

Your claim MUST include the invoice covering the value of goods while in transit and, where applicable, the repair invoice and inspection report. Needless to say KEEP all documents until the claim is settled.

Back Charges

No back charges will be honored for unauthorized work performed. Claims for back charges or defective material must be made direct with Syntégra, LLC. A written description of the claim and a cost estimate must be submitted. Only a factory representative can pre-authorize these charges.