

Terms of Sale and Service

PAYMENT TERMS

Minimum order is \$100.00. Unless otherwise stated, payment terms are net 30 days (with approved credit) or Prepay in Advance with Credit Card or Telephone Check. For your convenience we accept VISA, MASTERCARD, DISCOVER and AMERICAN EXPRESS. Payments made with a credit card have a 3% service charge and are not eligible for cash discount. A service charge of 1.5% per month will be added to all past due accounts. Venue and jurisdiction are established in Duval County, Florida, in accordance with the laws of the State of Florida. Customer agrees that any credit balances issued will be applied within one (1) year of issuance. If not applied or requested within one (1) year, any balance will be subject to cancellation, and J&W Supply House, Inc. shall have no further liability.

FREIGHT TERMS

FREE FREIGHT (Shipped Prepaid) on orders of \$2,000 or more. Orders under \$2,000 will be charged freight. Orders are shipped the fastest, most economical way in the continental U.S.A. To our valued Alaskan and Hawaiian customers - All orders must specify Freight Forwarder or F.O.B. when orders are placed. Freight charges are the responsibility of the customer. To our valued international customers - All orders are shipped F.O.B. shipping warehouse. Domestic freight allowances do not apply.

WAREHOUSE STOCK

Certain items are stocked only in our Jacksonville, FL warehouse; therefore, additional shipping time and charges may be required regardless of order size.

BACK ORDERS

Unshipped merchandise from your original order will be shipped when merchandise is available within seven (7) days. Merchandise not shipped within seven (7) days will be automatically cancelled. Prices and terms on original order will be in effect on the back order.

RETURN GOODS POLICY

1. Returns are accepted with prior approval; credits will not be issued on unauthorized returns.
2. For returns please follow instructions:
 - A. All other returns should call or write our Sales/Service department in Jacksonville, FL for authorization.
 1. Please be prepared with the following information:
 - a) Invoice or order number, if available.
 - b) Item number and quantity to be returned.
 - c) Reason for return.
3. Requests for returns must be made within 60 days after purchase.
4. There will be a 20% restocking fee on all returns other than defective goods or shipping errors.

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CLAIMS

Buyer shall examine material upon receipt and prior to installation. All claims for damaged or defective items must be made in writing within sixty (60) days of delivery. Claims not received in writing within the time specified are waived by Buyer. Delivery to job site constitutes delivery to Buyer, regardless of whether Buyer or his agent is at the site at the time of delivery or signs a delivery receipt. In those rare instances when a package is lost or an item damaged in transit, we assume full responsibility for filing claims. YOU HAVE NO PAPERWORK OR INCONVENIENCE - Just follow these simple instructions:

1. Count number of cartons. This must be the same as shown on the freight bill. If not, sign freight bill short before driver leaves. Any visible signs of shrink wrap being torn should be noted on freight bill.
2. Check in shipment immediately and report discrepancies immediately. Shortages will not be allowed if not reported within 72 hours of receipt of goods.
3. Logistic carriers will not always deliver all cartons on the same day. Make sure number of cartons shown on packing slip has been received before claiming shortages.
4. If a shortage has been called in, but later received, please notify us immediately so paperwork can be corrected.

FACTORY DIRECT TERMS AND SPECIAL-ORDER CONDITIONS

All prices are subject to change without notice as a result of changing market conditions. Additional freight charges may be associated with all drop ship orders and special orders.

INSPECTION AT TIME OF DELIVERY

Porcelain/china products and cabinets must be inspected at time of delivery. If broken, items must not be signed for and delivery should be refused.

If items cannot be inspected at time of delivery, then it is recommended that the customer sign for item "pending inspection" on the bill of lading and will have 10 days to notify us of any problems. It will be the responsibility of the customer to file any claims with carrier, if the above protocol is not followed.

MAXIMUM 60-DAY ACCOMMODATION WINDOW

There will be a maximum window of 60 days past invoice date in which a Drop Ship/Special Order return can be considered, subject to vendor return policies. No returns are allowed after 60 days from the date of invoicing.

NOTIFICATION PRIOR TO RETURN

Drop Ship/Special Order returns will not be accepted, unless we are first notified of the reason and the return is approved. Please contact Customer Service at 1-904-594-6368, or contact your Sales Rep. We are not responsible for any product returned without prior authorization and an RGA number.

RESTOCKING FEES

All Drop Ship/Special Order returns are subject to vendor imposed restocking fees (often 25% or higher), plus the cost of freight from and back to the vendor.