

LK GOODWIN COMPANY TERMS & CONDITIONS OF SALE

Please note that the Terms and Conditions presented here apply to all purchases and sales of items offered by LK Goodwin Company and your purchase means you have agreed to and accepted our Terms and Conditions of Sale in their entirety. Our Terms and Conditions of Sale supersede any other terms and conditions contained on any customer purchase order, order form, or otherwise, unless expressly agreed upon by LK Goodwin Company in writing.

PAYMENT TERMS:

LK Goodwin Company offers four different standard payment/billing options. (1) We are happy to accept American Express, Visa, and MasterCard as are preferred methods of payment for all orders placed from the USA and its territories, Canada, Mexico, and Puerto Rico. We will also accept credit cards as a method of payment from other countries/territories at our own discretion. Please be advised that if you request an alternate address to "Ship to", other than the "Bill to" for the card, your bank may require that the "Ship to" address be on file with the issuing bank. This may cause a transaction to be declined. Please contact your bank to have them put on file your alternate, or "Ship to", address. (2) Corporate, certified/bank, or personal checks at time of order are also accepted from our North American customer's. Check orders are placed upon our receipt of the check. (3) We are glad to accept a wire transfer from any customer (ETF or ACH). We can forward you a copy of our bank details upon your request. All orders to be exported outside of North America are to be paid by wire transfer in full at time of order unless otherwise agreed upon in writing by LK Goodwin Company. (4) Lastly, we offer net 30 days, or otherwise agreed upon net amount of days or progress payment terms, for established open accounts from date of invoice. We would be more than happy to provide you with an invoice for payment if your company requires it for any of the above payment terms. We can also provide a credit card receipt to you at your request.

Note: We will proudly work with any US Government organization around the globe to provide them with payment terms that are acceptable for their particular facility, base, installation, or otherwise as needed.

CONTENT & PRICING:

We at LK Goodwin Company strive to keep all of our product model numbers, specifications, pictures, and pricing up to date at all times on our website. All technical details that we offer have been supplied by the manufacturer and are listed for your convenience only. Although our website has been carefully checked for accuracy... typos, errors, inaccuracies, omissions, do occasionally occur. We apologize for any inconvenience. All prices are in US Dollars. Pricing and specifications are subject to change without notice.

SHIPPING:

- All our products are shipped FOB Origin unless otherwise agreed upon or noted by LK Goodwin Company. Risk of loss and title for orders are transferred to you upon our delivery to the carrier. Please inspect your delivery immediately and thoroughly upon arrival for any damages that may have occurred during transit. All damages and/or shortages must be noted on the delivery receipt. Please refuse any and all shipments that are damaged. In the unfortunate event your order is damaged we will assist you as best we can and adhere to the NMFC's (National Motor Freight Classification) laws as regulated by the US Government.
- Standard UPS deliveries are door to door. Standard truck deliveries are from shipping dock to shipping dock. Typical transit times range from 3 – 8 business days once your order has shipped. A business day is designated Monday thru Friday and does not include holidays. If you, or your facility, do not have a shipping dock we are more than happy to accommodate your needs. Additional options are available at additional costs including and not limited to call prior to delivery notification, residential delivery, lift gate at destination, and inside delivery. Please contact us at 800-343-2478 for assistance regarding additional shipping options. Any additional shipping costs incurred that were not previously agreed upon in writing with LK Goodwin Company will be charged to you, the consignee.
- Due to the wide range of products we offer we ship from multiple shipping points around the country and we use a variety of transportation methods. Shipping charges are calculated based on weight, size/pieces, origin zip code, and destination zip code. While a good amount of our products are eligible for UPS there are also a lot of items that require shipment by truck due to their size and/or weight. We will pick the most economical method of transportation unless otherwise requested by you and agreed upon in writing by LK Goodwin Company.

SALES TAX:

Customers are fully responsible for payment of all applicable state and local taxes. States that we are required to charge sales tax for include but are not limited to RI, CT, and MA. If you are a tax exempt entity or specific items of your order are tax exempt and your state is listed above please provide us with a valid tax exemption certificate. We do not charge any state and local sales tax to any US Government orders.

WARRANTIES:

Except as otherwise stated, the only warranties applied to the products we sell are those, if any, specifically provided by the manufacturer and are to be honored by the manufacturer per their warranty terms. As a distributor, we make no warranties.

RETURNS:

No orders are to be returned with out written authorization from our company. Please contact us at 800-343-2478 to obtain written authorization for your return. Any orders returned with out our permission will be refused and any additional costs associated with your unauthorized return will be charged to you. We will provide you with an RGA number (Return Goods Authorization) as well as the appropriate shipping address to return your order to. Your shipping label and/or package must include the RGA number.

* Goods that are designated as "STOCK", standard off the shelf items, may be returned up to thirty days from the original date of the shipment and must be returned in their original packaging and in new condition. All shipping related charges for returned orders are the responsibility of you the customer. All returned shipments are to be returned by prepaid freight. A 25% handling charge shall be made on all goods returned as well as a 6% processing fee for total purchase amount. Reconditioning of the product and/or re-packaging fees may also be applied as deemed necessary by our inspectors.

* Goods that are designated as "NON-STOCK", made to order items that are being produced specific to your needs (lengths, widths, heights, color, etc.), are not subject to changes, cancellations, or return, as they are being manufactured specifically for your individual use. The "NON-STOCK" designation is determined, applied by, and at the sole discretion of LK Goodwin Company.

REFUND POLICY:

Any order cancelled after it has been computer processed and posted will be subject to a minimum cost of 6% of the purchase amount. Any order designated as "STOCK" that is cancelled after having been shipped will be subject to a 25% handling charge, a 6% processing fee, and all shipping related charges will be deducted from the total amount of the refund. Reconditioning of the product and/or re-packaging fees may also be applied as deemed necessary by our inspectors.