**TERMS & CONDITIONS**

1. All prices are FOB shipping point.

2. Prices & Specifications are subject to change without notice for all quotes. Quotes are valid for 30 days from receipt. All prices are based upon quantities quoted and are subject to change if the quantity is modified (for orders).

3. Price discrepancies need to be addressed immediately and no later than 10 days from invoiced date. This includes tax charges if a current Tax Exemption Certificate is not on file with Toomey Associates’ Accounts Recievables Department.

4. Shipping dates are approximate. One of our primary goals is to meet or beat delivery dates but occasionally delays occur (usually controlled by an external source).

5. Loss and damage in transit are the responsibility of the purchaser. The shipment is deemed in good condition by the common carrier and title and all risk of loss or damage pass to the customer upon the acceptance by the carrier. The customer is responsible for inspecting the merchandise upon receipt. The customer shall insist that visible damage be noted on its copy of the freight bill. If the product has been lost or damaged in transit, the customer must file the claim with the carrier, as Toomey Associates bears no responsibility for any such loss or damage.

6. All freight, handling and insurance charges shall be invoiced to the customer unless the product is shipped freight collect. There is a $2.00 Handling Fee on all shipments when shipping charges are billed.

7. Any quantity shortages, incorrect items, or billing errors shall be reported (via mail, fax or email) to Toomey Associates within 10 days of invoiced date.

8. No returns shall be accepted without a Toomey Associates furnished Return Goods Authorization number (RGA#). All returns are subject to a restocking fee up to 100% of the original purchase price. **No returns on product after 60 days from invoiced date.**

9. No credits will be issued until inspected by Toomey Associates (or the manufacturer) and credits can be amended or denied after inspection.

10. Order cancellation charges up to 100% of the original purchase price may apply. Often this is determined by the manufacturer.

11. Standard payment terms are **NET 30** for customers with established credit. Any invoice not paid when due is subject to a late payment charge of 1.5% per month. In the event the Buyer fails to make full payment when due and Seller employs a collection agency or attorney to assist in collection of the account, the Buyer agrees to pay all of the Seller’s reasonable cost of collection including collection agency fees, attorney fees and court costs.

12. Payment is expected at time of shipping/pickup via credit card unless otherwise agreed. Credit card payments do not receive any discount from the invoiced amount. Payments by credit card after ship date are subject to a 3% surcharge.

13. Orders from concerns located outside the United States and its’ territories are welcome. However payment for those orders can only be made by wire transfer or cash in advance. Shipment will be made after confirmation of the wire transfer is received from our financial institution.

14. Manufacturers’ warranties applicable to these products are in full effect from purchase date. Toomey Associates will work with our customers for warranty and non-warranty issues as they arise.

15. **Special Orders:** On items that are considered ***Non-Stock*** a restock fee applies unless there is a defect in materials or workmanship. Non-stock or special orders can only be cancelled or returned with mutual agreement between the buyer and the Seller.