



TERMS OF SALE

Effective Since: May 15, 2021

PRICES

Our prices are subject to change without notice.

All orders will be invoiced at the prevailing price at the time of shipment. Possession of this price list does not constitute an offer to sell.

PAYMENT TERMS

We accept Mastercard, Visa and Paypal.

Approved Wholesale Accounts:

2% 10th Prox., NET 30 days to approved accounts.

Discount applies to merchandise only for payments received on or before the 10th of the month following shipment. Invoices dated after the 24th are considered next month's billing.

No Discounts Allowed on C.O.D. Orders.

Unearned Discounts taken on payments **received** after the terms period, and/or freight charges, will be left open as an unpaid balance to the account.

Finance Charges of 1.5% per month will be applied to any balance past due in accordance with the Truth In Lending Act.

PROCESSING & HANDLING FEES

\$25.00 MINIMUM ORDER for WHOLESALE PRICING. Orders for less than \$25.00 Net merchandise will be assessed a **\$10.00 handling charge.**

TAXES

Federal, state, county or municipal taxes which we may become liable for shall be charged to and paid by the customer.

SHORTAGES / DISCREPANCIES

Claims of shortages or errors must be made within **5 days** of receipt of shipment.

DELIVERY

We strive to ship all orders the same day received and this will be done when possible. We cannot be liable for any loss due to delays in shipping, whatever the reason.

FREIGHT TERMS

We pay the freight on orders of **\$1,500** or more net merchandise, shipped at one time to one destination to Standard UPS Delivery Areas. All other merchandise is sold F.O.B. Fort Worth, Texas.

Blanket (multi-release) and split-shipment (multi-destination) orders will ship PREPAID & ALLOWED for each **shipment** that meets the single shipment terms.

Gene Rich & Co selects carriers for freight allowed orders.

RETURNS

Returns will **not** be accepted and/or credited without **prior approval** from Gene Rich & Co.

Return requests must be made **within 90 days** of purchase.

Non-Defective Returns MUST:

- Have been purchased from Gene Rich & Co.
- Be in original, clean packaging, suitable for resale.
- Include original purchase order number and date.
- Have any return freight charges paid by customer.

Restock Fees for non-defective returns:

- Within 30 days: Full Credit (No Restock Fee)
- 31 - 90 days: **20% deduction**
- 91 days or more: No returns accepted.

GUARANTEE

Our guarantee is limited to the replacement or credit of defective merchandise; not to exceed the original purchase price, and shall not include any installation or labor charges.

All merchandise is guaranteed against defects in materials or workmanship for a period of one (1) year from the date of purchase. We reserve the right to determine if merchandise is defective, and our judgement shall be final.

Gene Rich & Co., Inc. shall not be liable for special, indirect, incidental or consequential damages, and GENE RICH & CO INC.'s liability, whether in contract, tort, under any warranty, or otherwise, shall not exceed the price of the product or part on which such liability is based.