

GENERAL

Prices and terms of sale are subject to change without notice.

This price list is only a quotation and is neither an offer to sell nor an acceptance of an offer to buy the goods covered hereby.

Sale of the goods covered by this quotation will be subject to the terms and conditions set forth on the sellers acknowledgement and those printed hereunder.

McKinney (Manufacturer or Seller or Company) and its sales representatives reserve the right, in their sole discretion and for any reason, to refuse a distributor's request to quote a price to a distributor other than the Manufacturer's standard list price, regardless of whether Manufacturer or its sales representatives have previously quoted discounted prices to distributor on some or all of its orders.

TAXES

If under any law now or hereafter passed the seller is required to pay a tax on sales, or on an excise tax, the amount of these taxes will be added to the invoice value.

DELIVERY

Seller shall not be liable for any delay in delivery, or failure to deliver, due to any cause beyond the Seller's control, including but not limited to fires, floods, strikes, or other labor disputes, accidents to machinery, acts of sabotage, riots, precedence or priorities granted at the request or for the benefit, directly or indirectly, of the federal or any provincial government or any subdivision or agency thereof, delay in transportation or lack of transportation facilities, restrictions imposed by the federal, provincial or other governmental legislation or rules or regulations thereof.

CREDIT

Acceptance of orders and deliveries thereof shall at all times be subject to our approval of credit.

PAYMENT TERMS

Orders based on quotations for specific jobs will be invoiced at prices in effect on the date such orders are accepted. Other orders will be invoiced at prices in effect on the date of shipment.

Errors and omissions are subject to correction on acknowledgement which in all circumstances supercedes all pricing shown herein.

Accounts are net cash 30 days or with 2% discount for cash if paid on or before the 10th of the month following the date of invoice.

A charge of \$50.00 will be made for itemization. A charge of \$25.00 will be made when changes are requested on itemized jobs already processed.

No invoice will be rendered for less than \$45.00 net.

On non-standard items a 5% over or under run constitutes a complete order.

NOTE: PRICES PER EACH NET

WARRANTY

McKinney hinges are warranted to be free of defects in both workmanship and materials. McKinney's liability under all warranties, express or implied, shall be limited to replacement of defective goods. The defective goods must be returned to our factory, with freight charges prepaid. Any bending, defacing or modification of a hinge after leaving our factory will void the warranty.

This warranty is only valid if the hinges are specified, applied and adjusted in accordance with the instructions contained in the general information section of the McKinney catalog and on frames and doors that are plumb and square. This warranty is good for one (1) year.

SHIPMENTS

Goods in transit are at the risk of the purchaser.

All goods are F.O.B. shipping point via the most economical routing, with carrier chosen by us. Full freight prepaid on **shipments within Continental United States** having a net value of \$1000 or more. *Spring Hinges and Contract Hinges may be combined with Continuous Gear Hinges to meet freight prepaid.

If a different method of delivery is requested, the purchaser will be responsible for any additional transportation charges.

Shipments by Air, Parcel Post, Bus or Express are F.O.B. factory with no freight allowance. There will be a \$25.00 surcharge on all bus or parcel post shipments. Handling charges on UPS, Air Freight or common carrier shipments may apply.

A charge of \$15.00 will be made for notifying customers 24 hours in advance of a truck delivery.

There will be a \$25.00 charge for furnishing proof of delivery. This charge will be cancelled if delivery was not made.

Orders marked WOG will be held for 10 days after being produced and then shipped unless specifically marked for shipment with another P.O.

CANCELLATIONS

We are unable to accept cancellations or changes on non-stock and special ordered (s/o) items once processing begins. A charge will be assessed based on manufacturing expense incurred.

RETURNED GOODS

No credit will be issued for returned goods unless such return is authorized. If such authorization is given by us, there will be a minimum handling charge of **35% or \$50.00 which ever is greater**, for stock items shipped within a 90 day period from the date of the request. Non stock material (s/o) will be subjected to a minimum of 50% based upon select approval by the factory on an individual basis.

CLAIMS

Inspect before you sign. If there is a shortage or damage, accept shipment only after freight agent makes a damage or shortage notation on your freight bill, bill of lading, or delivery receipt. If damage or loss is evident, **notify your freight agent and request inspection within 10 days of receipt of goods.** Shipments are packed in approved containers. Claims must be made within 30 days of shipment and are subject to approval. Claims made after 30 days will not be honored. Our responsibility for damage, visible or concealed, ceases upon delivery to the transportation company.