



Naamans Creek Center, 24 Creek Circle Boothwyn, PA19061

1-800-PVC-GEHR

Terms and Conditions of Sale- Gehr USA

These Standard Terms and Conditions of Sale shall apply to all quotations and offers made, and purchase orders accepted, by Gehr Plastics Inc. THESE STANDARD TERMS AND CONDITIONS OF SALE MAY, IN SOME INSTANCES, CONFLICT WITH THE TERMS AND CONDITIONS AFFIXED TO PURCHASE ORDERS OR OTHER PROCUREMENT DOCUMENTS ISSUED BY BUYER. IN SUCH CASE, THE TERMS AND CONDITIONS CONTAINED HEREIN SHALL PREVAIL.

Minimum Charge- NO INVOICE WILL BE ISSUED IN A NET AMOUNT OF LESS THAN \$100. Any amount below the requirement the Buyer will automatically be billed at the minimum. All products may be combined to meet minimum requirements.

****Standard Lengths – Refer to individual product lists for standard product length. Extra charges for cutting or producing products to other than standard lengths would apply. ****

Prices- All prices quoted are subject to change, without notice, at any time prior to Seller's acceptance of Buyer's order, to such prices prevailing at the time of acceptance.

Payment Terms- Terms of payment are Net 30 days after date of invoice by Seller, unless otherwise agreed upon by both parties (Seller, Buyer). Seller reserves the right to hold any orders without notice on delinquent accounts.

Assignment- Buyer may not assign its rights under or interest in any purchase order without the prior written consent of Seller. Terms and conditions of sale by Seller will be binding to their successors.

Shipments & Freight- Shipments will be FCA Boothwyn, PA. Risk of damage and or loss in transit is on Buyer. Freight prepaid and allowed on all orders that do not require special packaging, for single shipment to one destination at the lowest prevailing rate of shipper's choice as per the following zones:





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Zone I - All products- Within the continental U.S. except Alaska. \$3500.00 NET

Zone II - Eastern Canada – All products to destinations east of Windsor to Montreal and south of Sudbury. \$4500.00 NET

Zone III - Western Canada - All products to destinations east of Vancouver to Calgary and south of Kamloops. \$6500.00 NET

Shipments will be made in any manner requested by the Buyer, if the Buyer will assume the extra transportation charges. Prices include the costs of standard domestic packing only. Crating and export packing extra.

Customer is responsible for all UPS/FedEx charges on shipments. These charges will be assigned in the manner of shipping requested by the customer.

There is a \$25 fee for any drop shipments.

In regards to Buyers with scheduled consolidation shipments. Purchase orders received after 4pm the prior day of the schedule shipment will be included on the next consolidated shipment date.

Change or Cancellation- All orders received by Seller are accepted on the terms and not subject to change. Seller immediately processes orders, therefore, any cancellations or changes to orders must be done in a timely matter. Any costs incurred by cancellation and or order changes may be the responsibility of Buyer. Seller also reserves the right to consider all additions to existing orders as a separate and new order subject to the terms and conditions of sale as outlined above.

Return of Goods- Custom and Non-Standard items manufactured to customer's specification are Non-returnable. Any material in question by buyer from Seller due to defects, order entry error, and or shipping error must be reported immediately to Seller and returned within 30 days of receipt by Buyer. Buyer must state full details of material in question. Seller will replace shipment for Buyer at satisfaction. Other product returns are subject to our written approval,





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on un-used material in original, resalable condition only, at a handling charge of 25% of original invoice value and must be shipped prepaid no later than 30 days of receipt of material. Material returned without prior written authorization will not be accepted. Credit will not be issued for product returned that is not in resalable condition. Any shipment will be returned collect to the sender if the above requirements are not followed.

Errors & Claims- Standard industry practices dictate that material is shipped at the risk of the buyer. All shipments should be carefully inspected before signing a receipt. A signed Bill of Lading or delivery receipt with no exceptions noted will indicate the count, description, and condition of products received was satisfactory. Seller must be notified of any claim involving any carrier within 10 days of shipment date. Failure to do so will result in Buyer being responsible for freight charge. Buyer is responsible for all claims to freight company due to damaged goods or loss in transit. Seller cannot assume responsibility for the errors of others but will make good on its own errors.

All authorized returns of Buyers products normally shipped by other than USPS, UPS, or FedEx less freight is subject to outgoing freight charges, if prepaid, on the original shipment.

Credits- All credit memos must be used within one calendar year of issue date, Seller reserves the right to write off any outstanding balances at such time without notice.

Taxes- State or local sales or use taxes or any other such charges are not included. If any such charges become applicable, they will be for buyer's account.

ALL QUOTATIONS AND THE ACCEPTANCE OF ALL ORDERS ARE SUBJECT TO FINAL APPROVAL BY THE HOME OFFICE IN BOOTHWYN, PENNSYLVANIA.

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Boothwyn, PA 19061

