

## Customer Agreement

This Customer Agreement defines Hammerton's process for Quotation, Orders, Rush, and Warranty Terms.

### Ordering Information

To place an order, contact your Hammerton sales representative via email or our main office line.

Call 801-973-8095 for general questions or to reach your sales representative, or Fax 801-973-0234.

Our regular business hours are 8:00 AM – 4:30 PM Mountain Standard Time, Monday – Friday.

**Open Account:** The Hammerton Customer Agreement must be signed and on file to open an account.

**Quote Response:** Hammerton will use our best efforts to return all requests for quotation within 2-3 business days.

**Purchase Order:** Customer orders will be accepted in written form on the buyer's letterhead.

- Orders can be sent via email, fax, or mail.
- Verbal orders will not be accepted
- Orders are not valid until:
  - Hammerton has received full payment or 2/3 deposit on approved accounts.
  - All product details have been finalized
  - Custom drawings have been signed and approved

**Sales Order:** The sales order is a binding agreement between the customer and Hammerton, Inc. and supersedes all prior oral or written statements. **It is the customer's responsibility to review the sales order to verify accuracy.**

### Production Schedules

Hammerton products are manufactured in North America and built to order.

- Orders are placed in ship schedules on a 'first come, first served' basis that is determined by the receipt of deposit and finalization of all product details.
- Products will ship on or before their scheduled date unless the customer is notified otherwise.
- A rush order option may be available, but is dependent on the production schedule, product, quantity, and options being ordered. A 30% rush fee is required.
- Drop ship orders are available with a custom freight quote. Please note:
  - Sales tax will be charged if we do not have a valid resale certificate for the ship-to address.
  - Incorrect addresses will result in a charge-back to cover incorrect address charges from the freight carrier.

### Payment Terms

- Approved accounts can place an order with a 2/3 deposit with the balance due prior to shipment. Payment can be made with check, cash, credit card, or bank wire transfer. No shipments will be made until the balance and freight have been paid in full. Returned checks will be charged a \$35 returned check fee.
- Payments made with a credit card will be subject to a 3% convenience fee. We accept Visa, Master Card, Discover, and American Express.

## **Shipping**

- All shipments are F.O.B. factory.
- All shipping charges are prepaid. COD freight is available upon request.
- If you have a preferred shipper, please specify in writing prior to the scheduled ship date. A handling charge will apply.
- If the ship-to address has restrictions that require special delivery instructions, please notify your sales rep prior to shipping. Customer may be subject to additional fees. Examples include:
  - Delivery time restrictions.
  - Narrow streets, unsuitable for a delivery truck.
  - Petite door frame, hallway, elevator dimensions, etc.
- All shipments sent to a Receiving & Consolidation company need to have a signed Receiving and Consolidation Agreement on file before shipment.
- All third-party shipping requests are handled as a will call.

## **Will Call & 3<sup>rd</sup> Party Shipments**

- Will call and third-party freight options are available.
- All will call and third-party shipments must be specified at the time of the order.
- All will call and third-party shipments will incur a \$50 handling fee.
- The state of Utah considers all will call and third-party shipments as intra-state commerce, and are subject to Utah sales tax, unless the customer has a valid Utah reseller's certificate.

## **Change Order**

- A Change Order made after sales order acknowledgement and prior to production will be assessed a \$45 fee.
- Change Orders on custom products may require a re-bid.
- Changes made after production begins will be priced on a case-by-case basis.
- Change Orders may affect ship dates.

## **Cancellations**

- Catalog Items: Items cancelled before production begins will be assessed a \$65 processing fee. Items cancelled after production has begun will be charged a 30% restocking fee.
- Custom Items: Cancellation made prior to production will be assessed a 30% charge. Cancellations will not be accepted after production has begun.

## **Packaging**

- Packaging and crating are included in the price of the product.
- Any special packaging or crating requirements will be priced separately.
- Crated items will require tools to open.

## **Claims/Returns**

- If there is a problem with your order, please contact your Hammerton sales representative immediately at (801) 973-8095. All returns require a Return Merchandise Authorization (RMA) and must be pre-approved by our CEO.

## **Refused/Unauthorized Returns**

Packages “refused” upon delivery for return to Hammerton will be billed for return freight.

- Merchandise shipped back to Hammerton without approval from the CEO will not be accepted for credit.
- All unauthorized packages will be sent back, and your account will be billed for the out-going freight.

## **Defective/Damaged Item(s)**

- Any external evidence of loss or damage must be noted on the freight bill or express receipt and signed by the carrier’s agent. Failure to adequately describe such external evidence of loss or damage may result in the carrier refusing to honor a damage claim.
- The contents of a package may be damaged in transit even though the carton may not show external damage.
- If damage is suspected, do not destroy, or dispose of carton and/or packing materials until authorized by Hammerton.

## **Shipping Claims**

- Claims for prepaid shipping, loss, or damage will be processed by Hammerton. Customers must notify the Hammerton sales representative or Customer Service Manager within 5 business days of the delivery date.
- All claims for third party shipping, loss, or damage are the full responsibility of the customer.

## **Return Requests**

- Returns are accepted on a case-by-case basis and subject to a 30% restocking fee and any applicable shipping or repair charges.
- Custom items are non-returnable.
- Returns will not be accepted on items three (3) months after the ship date.
- Returns will not be accepted on items that have already been installed.
- Reimbursement for a return will not be paid until the item is returned and fully inspected.

## **Storage**

- Items stored by Hammerton beyond 30 days of the original ship date will be assessed a storage fee equal to 1% per month of the order total with a minimum charge of \$75.00 per month.
- Orders left at Hammerton for more than 120 days, without a storage agreement, may be returned to stock and resold.

## **State Sales & Use Tax**

Hammerton must currently collect sales & use tax for shipment to California, Georgia, Massachusetts, New York, Pennsylvania, Texas, Utah, and Washington, unless provided with a valid resale certificate in the name of the purchaser, for the state in which the shipment will be received.

- States may be added as required by law.
- Notifications of additional states will be provided at the time of the order placement.

## **Warranty Claims**

Please review the Hammerton Limited Warranty.

- No return of merchandise will be accepted without prior written authorization.

**Customer Agreement Acceptance**

By signing this document, the customer acknowledges that they have read, understood, and agree with the terms detailed above in the Hammerton Customer Agreement.

**Agreed to:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Authorized signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Required Information:**

Legal Company Name			
Address			
City, State, Zip-code			
Main Telephone Number			
Fax Number			
Website Address			
Primary Contact Name			
Primary Contact Title			
Primary Contact Telephone Number			
Primary Contact Email			
Accounts Payable Contact Name			
Accounts Payable Phone			
Accounts Payable Email			
Resale Certificate Number			
Tax ID Number			

Required documents:

- Copy of resale certificate