## Terms and Conditions

## **Delivery Information:**

- We work to maintain our published lead time on all products listed from receipt of a clean order. Orders will be invoiced with the price in effect at the date the purchase order is received.
- Pricing is based on standard ground transportation (within the continental U.S.) If you have special instructions or concerns, contact Nucraft Customer Service.
- Minimum Freight Charge: Any order below \$3,000 net will be assessed a \$500 minimum freight charge (one per order.)

#### Storage:

Nucraft has no storage facilities for finished product. If an order cannot be received when it is ready for shipment, the customer must designate an alternative shipping address. If no address is provided, product will be transferred to an off-site storage facility and the customer may be charged for transportation to the facility and for any associated storage fees. Nucraft considers this transfer of product equivalent of shipment, including invoicing and payment. Customers assume the risk of damage or loss during storage.

### Freight Terms & Delivery Site Requirements:

- Nucraft product ships FOB Dock
- The customer obtains title to their product and materials and assumes the risk of loss for them upon shipment from Nucraft's facilities.
- The customer's selected delivery location should be equipped to accommodate a 53' trailer with a long-haul tractor (approximately 85' in total length.) The delivery site must have a dock with leveling capabilities to accommodate a third-party carriers' standard equipment. Our drivers reserve the right to decline delivery due to safety concerns in the delivery location.
- Product is loaded two levels high on the trailer, via load bars. Customers' delivery site must have a forklift for unloading product.
- Residential deliveries cannot be accommodated due to delivery restrictions.

## Delivery Appointments, Transportation, & Delays:

Nucraft contracted third party carriers will make reasonable efforts to accommodate requested delivery times and dates. However, scheduled delivery appointments may be delayed for a variety of reasons including but not limited to inclement weather, traffic, equipment problems, local limitations for 53' trailers, and delays encountered at other delivery locations along the delivery route. Nucraft does not recommend scheduling activities with in 72 hours that depend on the delivery appoint (such as scheduling installers.) Nucraft shall not be liable for any costs incurred as a result of a missed delivery appointment.

Delivery appointments must me made between the hours of 7:00 am and 5:00 pm. Certain metropolitan areas may have additional restrictions on delivery times—areas such as Manhattan, Washington D.C., Chicago, Los Angeles, Houston, and other densely populated areas. Deliveries to these areas must be planned according to these restrictions. There may be additional fees based on specific requests or locations.

Shipments are planned three weeks prior to the scheduled shipment date. Changes to the delivery address within this three-week period or after the product ship date may result in a delivery delay and/or a freight surcharge.

If delivery cannot be made or a delay occurs due to circumstances controlled by the customer (driver is turned away, unsuitable receiving facilities, facilities note open or available, or the delivery location does not meet freight terms) customer is responsible for all incurred fees. These fees may include, but are not limited to, a combination or one of the following, drop fee, storage fee, handling damage, injury incurred from manual off-load, driver lay-over fee, cross-dock fee, and mileage.

For specific or expedited delivery dates, please contact your Customer Experience Associate for our expedited freight terms and fees.

#### Shipment Damage Claims:

Legal title to merchandise passes to the buyer upon acceptance by the carrier. Inspect all cartons upon delivery. Details of visible damage should be noted on the delivery receipt. Do not install product if damage is found upon inspection. The carrier should be notified by the receiver to inspect merchandise and file a claim immediately. If visible damage is not apparent, sign the deliver receipt "No visible damage." This will allow recourse for a concealed damage claim. Concealed damage claims must be made within 15 days of receipt, and prior to transporting and installing product. Ensure that a photograph is taken of any package received prior to unpacking the product. These photos are required to place a concealed damage claim. Please reference the statement on the Bill of Lading for more information. Failure to make any claims against Nucraft within 15 days shall constitute acceptance of the merchandise and a waiver of any defects, errors, or shortages discovered upon inspection.

## Cancellations:

All Nucraft products are made to order. Cancellations must be reviewed by our Customer Experience team. If cancellation is approved, a fee of 20%-100% will be assessed based upon the manufacturing status of the order. Cancellation of special orders will incur a fee for engineering labor plus the 20%-100% fee based on manufacturing status.

# **Change Order Policy:**

Nucraft will make every attempt to honor change requests to products. Change orders will be accepted only if the request is made in writing. There may be charges assessed with a change if special materials have been purchased, engineering work started, or production has already begun on the order. Nucraft reserves the right to increase our acknowledged price and lead time to make the requested changes.

## Repair Authorization:

Prior written approval is required for repairs of merchandise charged to Nucraft. Failure to do so will result in customer funded repairs.

## Payment Terms:

Terms of payment consist of a 1% cash discount for full payment within 10 days of invoice date. Full payment is due within 30 days of the invoice date. (1% 10 days, net 30 days). Prompt pay discount to be applied at final payment. Deposit Invoices are Due upon Receipt. Must be paid in full.