

## REMARKS & GENERAL POLICIES

We appreciate your continued support for us as a full service wholesaler of hardware and building specialties. The following terms apply to all orders.

**NEW ACCOUNTS:** After approval as a new customer, you can begin purchasing immediately from MacMurray Pacific by paying with a credit card or COD. Customers requesting an open account must complete the line of credit application in its entirety. Written notice of account status will be provided once a credit decision is made.

**BILLING TERMS:** Net 10th prox. Minimum sale is \$ 50.00 net. \$ 5.00 service charge for less than minimum order. All orders subject to credit or COD approval. Payment due on 10th of month after purchase; past due at month end. Any over-due balance charged 1-1/2% per month finance charge. Possession of this catalog does not necessarily mean permission to purchase; we sell wholesale only.

CREDIT CARDS ACCEPTED:    

**RETAIL PRICES** are shown for comparison purposes. Net prices will be quoted upon request. Broken packages carry a higher charge. All prices are subject to change without notice. Not responsible for typographical errors.

**WILL CALL** orders require a minimum of 4 hours.

**FREIGHT** is currently prepaid on individual stock orders of \$ 400 net or more, delivered within the California trading area. Special Orders and factory direct shipments cannot be combined with stock orders and are subject to manufacturer freight policies. Goods in transit are at the risk of the buyer. Shipping and delivery dates given are estimates only. Shipping charges are subject to change without notice.

**EXTRAORDINARY EXPENSES** such as boxing, crating, charges for oversized boxes, and hazardous material fees, will be charged to the customer. Not all small package carriers are licensed to carry hazardous materials; therefore, there may be a need to switch carriers.

**CLAIMS:** Shortage or damage must be listed on carrier's freight bill over driver's signature. If concealed damage is found, notify carrier at once and enter claim.

**BACK ORDERS:** Goods not shipped are CANCELLED unless otherwise specified by customer. Please reorder, or specify "Backorder OK" when ordering.

**SPECIAL ORDERS:** A signed confirmation is required to order items that are not normally stocked by MacMurray Pacific. A deposit may also be necessary.

**RETURNS:** All returns must be approved in advance and submitted within 90 days of receipt of goods. Returns resulting from customer error are subject to normal handling charges. All must be current stock items only, in First Class Saleable condition, provided with **invoice** number and date of sale. Special Orders are subject to factory's policy; approval, restock fee, and all freight costs. Cancellation of a special order must be written and is subject to factory's policy. Defective goods are accepted only in accordance with the manufacturer's warranty and consent. We make no separate warranty for goods bought through us.

**RESPONSIBILITY:** The proper use of products in this catalog is the responsibility of the customer. Specifications shown in this book are for customer convenience and are subject to change or error. The purchase value of any defective material sold by us is the limit of our liability. We are to be held harmless for any damages caused by merchandise bought through us.

**WARRANTIES:** All goods sold are products of the manufacturer and not of MacMurray Pacific. Seller shall use reasonable efforts to obtain from each manufacturer (in accordance with the manufacturer's warranty or customary practice) the repair or replacement of goods that may prove defective in workmanship or material. The foregoing shall constitute the Buyer's exclusive remedy and represents Seller's only obligation. MacMurray Pacific makes no warranties, either written, oral, implied or statutory relating to any goods beyond that contained in this paragraph and makes no warranty of merchantability or fitness for a particular purpose.