



## LEGAL TERMS & CONDITIONS

**TERMS, CONDITIONS & WARRANTY TERMS:** Net 30 days to firms who have established satisfactory credit. Otherwise we reserve the right to ship C.I.A., Company Check, Money Order or Wire Transfer.

Invoices must be paid within terms to qualify for Sale Prices and discounts off current retail prices. Invoices that are paid beyond terms are subject to adjustment from sale pricing to full retail pricing in addition to a 1.5% per month (18% per annum) service charge. We reserve the right to accept credit card payments for open terms customers providing that the invoices are not past due by more than 30 days.

**Collections:** Should collections of unpaid invoices become necessary, purchaser agrees to pay to seller any court judgements, interest and or collection agency fees.

**Credit Cards:** Visa, Master Card, Amex and Discover are accepted at time of purchase for those who do not have open terms. We reserve the right to accept credit card payments for open terms customers providing the invoices are not past due by more than 30 days.

**CERTIFICATE OF INSURANCE:** American Filing Solutions offers our normal insurance package for all projects. Customers that request higher insurance or special endorsements should tell us before approving Estimate and will be invoiced at our cost for your additional needs.

**PRICES:** All prices shown are net prices and subject to change without notice. Shipping & handling and any required packaging or cartoning for any items are not included in net prices. Inside delivery and assembly required separate quotation.

**ORDER CHANGE OR CANCELLATIONS:** Occasionally it may be necessary for you to change or cancel an order. We will gladly accommodate your request at no charge if the order has not been entered into our production system. We suggest you carefully check your orders and acknowledgements so that changes may be made as early as possible. Orders already entered and in process of manufacture are subject to 30% of value of order cancellation charge. If the item has already been manufactured per your specific order request and is either pending shipping or has already shipped, you may not cancel the order.

**SPECIAL ORDER(S):** Custom Made or Printed Products are non-returnable and subject to an industry standard of plus or minus of up to 10% - 20% over or under the quantity ordered. **NOTE:** We will invoice the original quantity ordered and any adjustments, plus or minus, will be invoiced separately, as required.

QTY	% OVER/UNDER
100-999	20%
1000-4999	15%
5000 & UP	10%

**PRODUCT REFUSAL:** In some cases, we will permit you to refuse delivery of an item. You must first have written authorization or you will be subject to full product cost and freight, including freight charges for returning the item to the point of origin where it was shipped from.

**CLAIMS:** All claims reported must be made within 5 Business days of receipt and confirmed via fax or email.

**REQUEST TO RETURN MERCHANDISE:** Request to return merchandise must be made within 30 calendar days of being received. American Filing Solutions assumes no obligation to accept the return of any merchandise which conforms to merchandise ordered by the end-user. In the event that the merchandise does not conform, is

defective, or if there are special circumstances which would reasonably require the return of merchandise, we need to request authorization from the manufacturer. Return shipments will not be accepted unless accompanied by written authorization by the factory. Returns will be subject to additional charges which may include the following:

- 1) Transportation Cost
- 2) Handling Charges
- 3) Refurbishing Cost
- 4) Restocking Fees (To Be Determined)

#### **GUIDELINES FOR RETURN OF RE-SALEABLE MERCHANDISE:**

##### **THE ITEM**

- Item must be clean and free of dents, scratches, holes, tears, cracks, stickers, labels, price tags, etc.
- The item must be unused.
- All parts, hardware, instructions, warranty cards, etc., must be included.
- The item must be in its original packaging. This includes the box or carton in which it came in, wrap, protection, or sleeve supplies by the manufacturer.

##### **CARTON AND PACKAGING**

- Each carton must have RA (Return Authorization) sticker affixed, with relevant information noted in the Comment Box.
- The manufacturer's carton must be free of writing, such as "Sold To", RA #, or "Return To", etc. (Please use return labels.)
- The carton must be free of holes, cuts, tears, etc.
- The carton must be free of excessive tape or odd tapes (i.e. duct or Christmas tape, etc.)
- Furniture cartons must be opened properly. Preferably by opening the carton flaps. Never cut the furniture cartons around the bottom or down the sides.
- All internal packaging (i.e. bubble wrap, cardboard corners, tops and side strips) must be in place.
- **Do Not** write RA #'s, consumer information, or to the information on the manufacturer boxes.

##### **KNOCK DOWN ITEMS**

- Ready to assemble furniture is not returnable if the manufacturer's carton has been opened and any assembly has been attempted.

##### **ELECTRONICS**

- Electronic items are covered by manufacturer's warranty. These manufacturer terms and conditions are enforced on American Filing Solutions. In situations where the manufacturers will not honor credit, we reserve the right to deny such credit to the customer.
- We want to make every effort to handle these items. However, most manufacturers only offer repair service and we cannot sell manufacturer repaired product to you as new.

##### **DO'S & DON'TS OF RETURNS**

###### **DO's**

- DO ensure that ALL packing material to include inside packing materials, instructions and hardware are returned with the product. (i.e. nuts, bolts, coasters, screws etc.)
- DO keep the use of packing tape to a bare minimum. (i.e. overlap folding of box top flaps rather than using tape) also apply tape over existing taped areas when tape must be use.
- DO ensure that RA's are indicated on EACH carton or piece of product. (Not written on the package or carton)
- DO ensure that keys are kept in the locks when applicable or packaged in a way to prevent them from being lost.
- DO ensure that product is shipped and handled using the CORRECT size pallet for the item.
- DO indicate the type of damage or reason for th return in/on the "return authorization sticker" in the



comments area.

#### **DON'Ts**

- DO NOT write on the boxes or cartons for any reason.
- DO NOT stack boxes contradictory to the packaging instructions and/or indicator arrows.
- DO NOT stack heavy items on top of metal product that can be easily damaged in transit by being crushed.
- DO NOT open cartons for cancelled orders that will be returned.
- DO NOT return "NL" (not listed) merchandise, as we do not accept these items for return.
- DO NOT return product damaged by the customer, or items not in re-saleable condition.

**ACCESS TO JOB SITES UNDER CONSTRUCTION:** If Seller deliveries are delayed due to clients construction delays at place of business or due to inadequate delivery access to a job site under construction, the buyer agrees to pay any re-scheduling charges assessed by the carrier including storage and re-delivery charges.

**INSTALLATION / ASSEMBLY CHARGE:** If applicable includes having the installers move the new equipment within the building a short distance on a single floor but, unless specifically stated does not include the use of stairs or elevator. If you have any questions or concerns about shipping and delivery, please call us at 888-891-1970 to discuss.

**SALES TAX:** State and local taxes are not included in these net prices except where required by law. We only charge and collect applicable Illinois Sales Tax which is NOT calculated on any quotes, proposals or preliminary invoices. Freight charges may include additional handling charges and therefore is also a taxable item in Illinois. Buyer is responsible for any state taxes.

**FREIGHT, SHIPPING & HANDLING:** Due to fluctuations in fuel cost and assessed fuel surcharges issued by ALL carriers, the estimated freight charge either verbally quoted or as listed on any quote, proposal or preliminary invoice is based on today's current rate and subject to change without notice. All orders placed will be billed out at the current freight rate at time of shipment. Under no circumstances will American Filing Solutions pay Customers for receiving or installation delays caused by the trucking industry. Inside delivery and assembly required separate quotation.

**RESIDENTIAL DELIVERY - ADDITIONAL CHARGES:** If carriers assessed additional charges for residential delivery, these charges will be subject to additional billing without notices. We cannot control any back charges by the carriers for residential delivery.

**RE-SCHEDULING OF SHIPMENTS:** American Filing Solutions is NOT responsible for any additional cost that may be charged by trucking companies for delaying shipments in transit to the end-user and or for keeping the ordered merchandise in their distribution warehouse until the end-user is ready to receive the product(s). These cost if applicable are the sole responsibility of the end-user.

**FREIGHT DAMAGE:** Despite everyone's best efforts, shipping damage does occasionally happen. Therefore, whoever signs for the delivery MUST inspect the packaging in the presence of the driver and MUST note any evidence or mishandling on the bill of lading. As soon as possible, the merchandise in question should be unpacked and further inspected and any damage reported to the shipping company WITHIN 5 Business days. Failure to do so will likely void the right to file a claim and recover the cost of replacement. We will be glad to assist in every way we can but this part of it is YOUR responsibility.



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## Shipment Receiving Conditions

**Thank you for ordering from American Filing Solutions and please give a copy of these receiving instructions to anyone in your organization that will be signing for this shipment.**

The vast majority of shipments are on time and undamaged. However, shipping damage does occur. **It is critical that you read, understand and follow these procedures before signing any shipping papers.**

Customer responsibility during receiving Shipment:

- 1. If you have the merchandise being delivered to an unmanned site** and you are meeting the carrier company at location, call the carrier as early as possible and coordinate with them directly.
- 2. If you have any constraints on day or timings to receive the merchandise**, you should tell us either before Estimate approval or call the carrier and coordinate with them directly once you receive the tracking number from us. We are not responsible for any Shipment delays once the Merchandise is out from our factory dock.
- 3. Inspect the package or shipment carefully before signing the Shipment Receipt while driver is waiting.** You should take time to completely unwrap the package or at least enough to tell if there is damage you don't want to accept it. If you find any damages, you may refuse to accept this delivery and the driver should take it back. Sign the bill of lading as damaged and refuse to accept delivery. You must take photographs of the damage if possible and email them to us so we can talk to the shipping carrier intelligently about the problem. Signing a carrier's delivery receipt, with no notice of damage, declares that you have received the merchandise in good shape..
- 4. If you don't find any issues during your preliminary inspection but found damages when you fully unwrapped after the Driver left**, this is called 'Concealed damage' and you have up to 5 Business days to report any Shipping damages to us in writing. If you report any damages within 5 Business days, we will support at our best to resolve the issue as quick as possible, will walk you thru the process and monitors until the issue until it is fully resolved. You must take photographs of the damage if possible and email them to us so we can talk to the shipping carrier intelligently about the problem.
- 5. INTERNATIONAL SHIPMENTS: Shipping outside USA requires customs clearance by Customer not by American Filing Solutions.** This is the act of moving goods through customs, so the product can enter the country. The county may impose import duties and taxes but Customer designated customs broker ensures federal requirements governing imports and exports are met. American Filing Solutions does not cover these costs for duties, taxes, or broker fees and that is fully responsible by Customer and our shipping cost ONLY covers the Transportation to end location.
- 6. FOB Terms: FOB Origin, Freight Prepaid** - "Origin" refers to the legal fact that buyer takes ownership at the time of carrier pickup. "Freight Prepaid" refers to the legal fact that the seller accepts responsibility for all freight charges and freight claims exposure. Any delays on responding to Carrier when contacted for delivery may end up with additional handling or storage fees which is 100% Customer responsibility.

Contact our Customer Service team if you need help or have any questions.

Once again, Thank you for your Business and we look forward to serve you more.

## Freight Truck Shipping Terms to consider

### Commercial – LTL Non Residential Deliveries



**Lift Gate Service.** This is a truck with the "elevator" tail gate that brings your product from the back of the truck to the ground. Once it is on the ground, **it is your responsibility to bring it into your building.** This type of truck typically adds additional charges to the shipping bill, depending on which carrier we use in your area. If you **don't have a dock area**, but you **do have a forklift** or are **willing to unload** the product yourself, you can avoid the lift gate fee.



**LTL Inside Delivery** means the driver will attempt to bring your product **into the front door of your building, providing the front door is wide enough to allow for a palletted delivery.** **Once inside,** the driver may place product where you want it, only on the first floor, but, it is at his discretion. He will **not unwrap, uncrate or haul away** any wrapping or pallet materials. Freight companies **may not** make inside delivery into buildings with special flooring such as marble or plush carpeting without special provisions. Products can be delivered to multi-story levels by **freight elevator only**, and may have additional charges **TBD.** Your product will not be unwrapped, uncrated and packaging materials will not be removed. Driver may or may not, at his discretion, deliver your product to its final location. **Delivery up or down stairs is at the discretion of the freight company in your area. These types of deliveries usually require 2 drivers and can add additional fees TBD. Please notify customer service in advance should you require this service.**



**Notify Before Delivery.** Carrier will contact you prior to delivery to schedule a delivery time frame and date.

**NOTE:** Unless otherwise arranged, we ship FOB Origin, prepay freight and add. This means we pay the freight charges and add them to your invoice. You own the merchandise while it is in transit. If there are any damage claims, you as the buyer, file against the trucking company and will receive compensation directly from them. We will assist you with the filing of any freight claim. We do this because we are not there personally to inspect/accept the shipment when it arrives. We do not know your dock, receiving conditions or staffing.