

# TERMS AND CONDITIONS

- ❖ All orders are subject to acceptance, via a hard copy Purchase Order or a written signature.
- ❖ Payment is due 30 days from the date of invoice. Credit terms are subject to credit approval. All major credit cards accepted at time of purchase with a 3% convenience surcharge.
- ❖ Due to the rising cost of fuel, Tri State has implemented a tier fuel charge.
- ❖ A service charge will be assessed on past due accounts up to the maximum legal rate of interest.
- ❖ Products may be discontinued or modified, and prices and conditions may change without notice.
- ❖ Except as expressly set forth in the purchase order or service agreement, all services and equipment purchased are furnished as is, where is, with all faults and without warranty of any kind express or implied, including any warranty or merchantability or fitness for any particular purpose.
- ❖ All equipment and methods of use must be approved by the person that manages at the facility or jobsite. Tri State is not responsible for any injury or damages because of use of any equipment provided by Tri-State.
- ❖ Returns are subject to "Return Policy" and "Return Policy-Procedures" listed below.
- ❖ By accepting described goods/service, which have been purchased from Tri State, the purchaser and any successor corporations acknowledge receipt of described good/service. As consideration for the sale/receipt of the good/service, purchaser provides Tri State a Security Interest in said goods/service pursuant to 810/LCS 5/9-101 et. seq. (The Uniform Commercial Code as adopted and modified in the State of Illinois) until full payment has been tendered to Tri State, at which time the retained Security Interest shall be released. Any action instituted to collect amount due on the invoice shall be subject to all attorney's fees and court costs.
- ❖ F.O.B.: Shipping point
- ❖ Labor charges are calculated per man/per hour, portal to portal, plus a service truck charge for all service calls.
- ❖ Regular labor rates are during normal business hours: Monday- Friday, 8:00 AM - 4:30 PM.
- ❖ Rates for programming vary, please contact Tri State for rate information.
- ❖ Tri State provides 24-hour emergency service. Pre-scheduled overtime (called in during regular hours) will be billed at standard overtime rates. Double time rates apply to overtime called in after hours, via answering service, and all emergency service. Triple-time rates apply to overtime performed on observed holidays, regardless of when called-in or scheduled. Please contact Tri State for current rates.
- ❖ An expedite fee will be applied only when the customer requests top priority. We try to give the best service to all our customers in the least amount of time, but there may be certain situations where an immediate response may be needed. In this case your needs will be taken care of. A flat rate expedite fee of \$125 dollars per man will be applied on the service ticket.
- ❖ Delays: Tri State shall not be responsible for any delays in delivery/installation that are due to Acts of God, circumstances or events beyond our control, or any cost that arises from any unforeseen circumstance that may occur.
- ❖ Cancellations: cancellations are subject to a 25% cancellation fee. Custom orders CANNOT be cancelled, and deposit are NOT refundable.
- ❖ Warranty: Any changes made to the equipment could void the manufacturer warranty. Manufacturer's warranty is for defective equipment only and does NOT include any labor. Warranty service will be performed during normal business hours (M-F 8:00 am- 4:30 PM). Work performed outside of these hours is subject to premium rates for time, travel, and equipment charges.

Acceptance of quotes and response to Tri State indicates that the client accepts all the following: Tri State's calibration procedures; reporting methods; test points; tolerances; calibration in existing environmental conditions; unless noted in the Service Agreement, measurement uncertainty is not included in the calibration certificates and is not taken into consideration in the pass/fail decision of calibrations. The customer also authorizes subcontracted services necessary for the purpose of calibration and repairs. Subcontracted calibration services are provided by an ISO/IEC 17025 Accredited provider.

## RETURN POLICY

- ❖ Return authorization is required for all equipment.
- ❖ A return authorization must be obtained within 10 days from the date on which product was shipped. Return authorization is valid 10 days from the issue date.
- ❖ Value added services, cost for calibration, certification, custom equipment, programming, doc fees, truck fees, customs fees, duties, and freight are non-refundable.
- ❖ Discontinued items and special orders items are non-authorized for return and are non-refundable.
- ❖ All returns are subject to inspection. All products must be returned in new condition, including original packaging, all documentation, and accessories. Charges will apply for missing accessories or parts. Re-Stocking fee may apply. Tri State will not accept any items it determines are physically damaged or misused.
- ❖ All freight/shipping charges are the responsibility of the company requesting the return and are to be prepaid by the shipping party.
- ❖ Requests are subject to the final approval of Tri State.

## RETURN POLICY – Procedures

- ❖ To obtain a return authorization, please contact Tri State's customer service department or salesperson. The following information is required to request a refund:
  1. Original purchase order number
  2. Invoice number
  3. Item(s) requested for return
  4. Detailed reason for return
- ❖ If the return is approved, the return authorization will be forwarded via email or fax. Customers will be contacted when a request is not approved.
- ❖ A copy of the return authorization must accompany all returns. All returns should be insured and sent to:

Tri State Scale Systems and Calibration Services, Inc.  
191 Ontario Street  
Frankfort, IL 60423