



# Standard Terms and Conditions of Sale

01/01/2000

## **GENERAL**

All sales and transactions are subject to Topp Industries, Inc. "Standard Terms and Conditions of Sale" unless otherwise stated in a sales contract.

## **PRICES**

All prices are subject to change without notice and are subject to any increases that may be in effect on the date of the shipment. Prices are F.O.B. Rochester, IN 46975 unless otherwise stated in the sales contract.

## **TRADE DISCOUNTS/MULTIPLIERS**

Polyethylene Product Line Trade Multiplier: \_\_\_\_\_ Discount Percentage: \_\_\_\_\_ %  
Fiberglass Product Line Trade Multiplier: \_\_\_\_\_ Discount Percentage: \_\_\_\_\_ %

## **PAYMENT TERMS**

Terms and conditions of payment will show on invoices at the time of shipment or as may be otherwise stated in writing by an officer of Topp Industries, Inc. Topp Industries, Inc. reserves the right to add a finance charge on all past due accounts. If a finance charge is added, it will at the rate of 1-1/2% monthly, 18% annually.

## **ORDERS**

All orders taken by Topp Industries, Inc. representatives are subject to acceptance and approval by Topp Industries, Inc. in Rochester, IN. Orders entered directly to Topp Industries, Inc. are subject to the same acceptance and approval. Orders that include "custom" specifications must have all specifications provided in writing at the time the order is entered.

## **PACKAGING**

Equipment will be packaged or boxed in accordance with Topp Industries, Inc. standard polices and in such a way as to protect the equipment during shipment. Any "special" packaging requests can be made directly to Topp Industries, Inc. and may or may not require an additional charge.

## **FREIGHT & SHIPMENT POLICY**

Promised ship dates are approximate and in no affect the terms of the sale unless otherwise stated in writing by an officer of Topp Industries, Inc. Requests for specific shipping methods or carriers can be made directly to Topp Industries, Inc. on collect shipments. On full freight allowed shipments Topp Industries, Inc. reserves the right to choose shipping methods and carriers.

## **WARRANTY**

See LIMITED WARRANTY

## **CLAIMS**

No claims for allowances shall be considered unless presented immediately upon the receipt of goods; nor will Topp Industries, Inc. be held responsible for breakage or shortage after equipment is delivered and accepted by the carrier. All claims are subject to the terms and conditions of Topp Industries, Inc. Limited Warranty.

## **RETURNS**

Equipment can be returned for credit only after receiving written authorization and RGA number (return goods authorization number) from Topp Industries, Inc. All equipment must carry the RGA number to be accepted by Topp Industries, Inc. All returned equipment is subject to a 35% restocking fee. "Custom" orders or stock equipment that has been modified (e.g. inlet hole cut) cannot be returned.