

WENGER CORPORATION TERMS & CONDITIONS OF SALE

1. Company agrees to furnish only the goods described in this quotation as described in our catalog, technical sheets, or submittals. This may vary from plans or specifications for your project.
2. Credit approval required prior to order acceptance. Wenger Corporation will not be liable to the buyer for refusal to grant credit.
3. TERMS OF PAYMENT - Wenger reserves the right to require full or partial payment in advance of any shipment, or other payment arrangements which will be based upon credit approval.
4. Wenger Corporation is entitled to costs of collections, not to exceed the maximum permitted by law on unpaid balances.
5. Wenger Corporation disclaims all other warranties, including warranties of merchantability and fitness for a particular purpose and any other obligation or liability not expressly set forth in its standard terms of warranty. Wenger Corporation shall not be liable for incidental, consequential, special, or indirect damages. Company liability for direct damages shall not exceed purchase price of products involved.
6. Wenger Corporation provides a limited warranty, which is available upon request.
7. Unless noted on the quotation, Wenger Corporation will not accept any charge or expense, including labor, for modification, removing, inspecting or installing the goods.
8. Buyer shall inspect the goods upon receipt and promptly notify company of any claim that the goods are nonconforming. Wenger shall be allowed reasonable opportunity to inspect and cure any claim of default.
9. All returns need prior authorization and are subject to a minimum 20% restocking/rehandling fee. Buyer is responsible for paying freight on the return. Custom products are not returnable.
10. Any changes to this order on the part of the buyer and/or Consignee that exceed the scope of the order on which pricing was based (as defined by the pricing, terms, and conditions of the order), and that result in additional costs to Wenger Corporation will be charged back to the purchasing party at cost. These changes include, but are not limited to, additional charges for inside delivery, lift-gate service, storage, and re-consignment.
11. Wenger Corporation expressly conditions all orders upon the acceptance by Buyer of Company's terms and conditions without change unless specifically set forth in writing and accepted by the signature of an authorized representative of Company at Owatonna, MN.
12. This agreement shall be governed and construed according to the laws of the State of Minnesota.