



## TERMS AND PROVISIONS GOVERNING THE PURCHASE AND SALE OF GOODS

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Upon request, ZAHK Sales, Inc. will endeavor to furnish such technical advice as it has available in reference to the use of its products by Buyer. It is expressly understood that any technical advice furnished by ZAHK Sales, Inc. with reference to the use of its products is given gratis, and ZAHK Sales, Inc. assumes no obligation or liability for the advice given or results obtained, all such advice being given and accepted at the Buyer's risk.

ZAHK Sales, Inc. offers sheet trimming for the buyer's convenience. The cuts are rip cuts and the cutting tolerances on length and width for sheet product dimensions may vary +/- 0.125 inches.

ZAHK Sales, Inc. will not pay for re-installation or fabrication expenses or any other direct or indirect loss which may result from sheet failure, improper storage, neglect or misapplication of the product. If you have received a defective product, ZAHK Sales, Inc. will, at its discretion, replace all the defective material FOB. Islandia, NY, provided the buyer notifies ZAHK Sales, Inc. within 5 business days from the date merchandise is received by the buyer, and merchandise must be in its original form.

If goods ordered are a non-stock item, it is deemed a 'special order' by ZAHK Sales, Inc. If a 'special order' needs to be cancelled after the order has been placed, but not yet received, there may be inbound and outbound freight charges, as well as, a restocking charge that the Buyer will be responsible for.

Purchasers are responsible for inspecting all goods upon arrival and notifying ZAHK Sales, Inc. immediately of any discrepancies with this order. Failure to give notice of discrepancies in writing within 5 business days from date of delivery shall constitute a waiver by buyer of all claims in respect to such goods. The remedy hereby provided shall be the exclusive and sole remedy of the buyer, and right of the buyer to consequential damages is excluded. No claim will be allowed unless approved by an authorized representative of ZAHK Sales, Inc. Goods shall not be returned to ZAHK Sales, Inc. without a Return Authorization Number from an authorized representative of ZAHK Sales, Inc. All goods returned shall be packaged to prevent subsequent damage, and may be subject to a restocking charge. No returns will be allowed after 10 days. Only full sheet products may be returned. No cut-to-size orders may be returned.

### **CARRIER IS RESPONSIBLE FOR DAMAGE IN TRANSIT!**

Goods shipped by ZAHK Sales, Inc. were delivered to the carrier in good condition. Responsibility for safe delivery passes to the carrier when material leaves the dock of ZAHK Sales, Inc. All shipments are packed with care using standard approved packaging methods.

If goods are picked up at ZAHK Sales, Inc. by the Buyer, the Buyer is to inspect the material at the time of sale. The buyer assumes responsibility for the goods upon signing for and receiving the goods.

If goods are delivered to the Buyer by a freight carrier, the Buyer is to inspect the material upon receipt of goods. The buyer assumes responsibility for the goods upon signing for and receiving the goods as a clear delivery.

**If material sustains damage in transit, please obtain carriers written admission of damage before the carrier leaves the Buyers facility.** If concealed damage is discovered after the carrier leaves, please contact the local carrier and request an inspection IMMEDIATELY. Once the material has been inspected, buyer will have to proceed with filing a claim. ZAHK Sales, Inc. is not responsible for filing a claim for concealed damage.

**A.** If you received damaged goods and the shipment was made under your account number, third party or collect, it is your responsibility to submit a claim and settle that claim with the carrier. ZAHK Sales, Inc. does not assume any responsibility for damage incurred when shipment is made under another shipper account number.

**B.** If you receive damaged goods and freight was prepaid and or added to your invoices, please follow these steps to insure proper credit to you:

1. Notify ZAHK Sales, Inc. immediately (631.348.9300)  
DO NOT return damaged goods to ZAHK Sales, Inc. without authorization.  
DO NOT return goods that have not been inspected by freight company. ZAHK Sales, Inc. will notify the carrier and start the claim for you.
2. Hold original carton and merchandise for the inspector.
3. If a replacement order is needed, please contact ZAHK Sales, Inc. immediately. ZAHK Sales, Inc. will not automatically re-ship a shipment until authorized by the Buyer.

ZAHK Sales, Inc. is willing to assist you in every possible manner, but please be aware that if you fail to follow the above procedure for prepaid shipments, your claim may not be honored by the freight carrier or ZAHK Sales, Inc.

**SHORTAGE:** Please be sure to count the number of skids, cartons, pieces or sheets and check the packing list immediately. Secure a shortage notation if the number of items you receive is less than shown on the carrier's freight bill.

I agree to the Terms and Provisions as detailed above in pages 1 and 2.

Print Name Here: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_