



## Terms and Conditions

**1. CANCELATIONS, RETURNS & EXCHANGES.** For all items purchased, online in person, order cancellations, returns, or exchanges are permitted within 5 days of order date. To initiate a return or exchange, please contact us at [sales@flangespreaderrental.com](mailto:sales@flangespreaderrental.com) to obtain a return authorization. Be sure to include the item's order number and your reason for the return or exchange. Returns or exchanges that are shipped without authorization may not be accepted. Please allow up to 10 business days for your refund to be processed once we receive your return or exchange.

**2. RETURN SHIPPING.** Return authorization for items shipped in error, or items being returned/exchanged because they are defective or damaged, will include a pre-paid shipping label. Return shipping on items that are being returned/exchanged for other reasons will be paid for by the customer.

**3. ELIGIBLE ITEMS.** The following items: Clearance items, Final Sale items, Perishable items, Special-Order items, Custom Products, and Gift Cards are **Not Eligible** for return/exchange. We reserve the right to refuse any return/exchange, at management's discretion, if the item being returned/exchanged does not meet the criteria set forth within this policy.

**4. CONDITION OF ITEMS.** Except for items that were damaged when purchased, items may be "open box" but must be **Unused, Undamaged, and Complete with all original packaging.**

**5. FORM OF PAYMENT.** Refunds, if issued, will be issued in the original form of payment minus shipping and handling fees unless otherwise stated.

**6. RESTOCKING FEE.** Except for items that are returned/exchanged for being damaged or defective, to cover the cost of inspecting, repackaging, and restocking certain items, a **restocking fee of 5%** (or the maximum amount permitted by law, whichever is less) may be assessed for the following items or types of items: All. The restocking fee will be deducted from the refund amount, if any, where permitted by state law.



**7. PRICES:** Prices are subject to change without notice unless otherwise designated in the order, the customer agrees to pay the established prices in effect on the date of shipment, or if the shipment is made from a business other than the company, the established prices on the date of delivery. Prices are F.O.B. shipping point unless otherwise stated in the order. The customer agrees to pay the amount of any sales use or similar tax and any import-export or similar charges imposed by any government authority in connection with the order.

**8. PAYMENT TERMS:** All invoices are due and payable net thirty (30) days following the date of the invoice in U.S. dollars. All past due amounts owing to the company shall bear interest at eighteen percent (18%) per annum. If default is made in the payment of any sums due to the company, the customer agrees to pay all necessary and reasonable attorneys' fees, court costs, and other expenses incurred by the company which are necessary and reasonable for collection of the sums due to the Company.

The customer agrees to pay for the customer's account in full. The customer agrees to pay a finance charge on any unpaid balance computed by a "PERIODIC RATE" of 1.5% per month, which is an "ANNUAL PERCENTAGE RATE" of 18%, on any sums unpaid after the due date. In the event the customer's business is incorporated after the date of this credit application, the proprietor, or all partners of the business, agree(s) that he/they will remain personally liable for the payment of the account unless a new credit application is submitted for the corporation and the new credit application is approved.

**9. PRODUCTION:** Production of all items will be at times and in lots and quantities most convenient for the manufacturing process, with shipments to be as noted on the purchase order.

**10. DELIVERY:** The company shall not be responsible for any delay or failure to make delivery which is occasioned by causes beyond its control, including but not restricted to fires, floods, strikes, labor disputes, accident, embargoes, delays or interruptions of transportation, material or labor shortages, failure to obtain delivery from manufacturers or subcontractors, or by any ruling, regulation or law of any governmental bureau or agency.

Delays so caused shall not release the customer from his obligation to accept and pay for goods. The company's responsibility for loss, destruction or damage of the products ceases upon delivery of the merchandise to the carrier or to the customer.



**11. CREDIT:** All sales, unless for cash in advance or C.O.D. are subject to approval by the credit department of the Company. If the credit of the customer becomes unsatisfactory in the opinion of the credit department of the company prior to delivery of the merchandise covered by the order, the company may defer delivery until compliance therewith is made, or, at its option, may cancel the contract.

**12. LIMITS OF WARRANTIES:**

(a) Services Provided by Company – The seller warrants that repair, refurbishment and installation work performed by the Seller’s service centers shall be free of defects arising from workmanship and/or materials for a period of ninety (90) days from the date of service.

THE COMPANY MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NOR ANY OTHER WARRANTY, EXPRESS OR IMPLIED.

(b) Products Manufactured by Others – The company does not warrant products

manufactured by other businesses, whether sold as separate items or incorporated into another product sold by the company. The customer agrees to rely solely upon warranties of these items provided by the manufacturer. A copy of the warranty given by each manufacturer will either be furnished to the customer or will be available to the customer upon written request to the Company.

(c) Agreement to Limit Warranties and Remedies on Resale – The customer agrees that in the event of any resale of products purchased by the Company, the seller will make such sale expressly subject to the limited warranties and remedies stated herein. The customer agrees to indemnify and hold harmless the Company from any claim, loss, or damage, including attorney’s fees and expenses, resulting from a breach of the agreement contained in this paragraph.

(d) All used products are sold by the company without warranties, express or implied, in “as is” condition.

(d) Products Manufactured to Customer’s Specifications – Items to be manufactured in accordance with the customer’s plans and/or specifications will be manufactured as required by generally accepted manufacturing practices. The customer shall be responsible for the design, plans, and specifications of the items purchased; and the customer agrees to indemnify and hold harmless the Company from any claims, loss, or damage, including attorney’s fees and expenses, resulting from any claim for damages concerning or relating to the design or design defects, and from any claims of damages for patent infringement.



(e) Warning Notice: The above warranty shall terminate if any unauthorized alterations or repairs are made to the equipment or if equipment is found to have been used in any way beyond its designed specifications. The foregoing warranty is in lieu of all other obligations and liabilities, including negligence and all warranties of merchantability and suitability, expressed or implied.

(f) The following are specifically not covered under warranty:

- Items covered under the company preventative maintenance such as adjustments, loose fittings, maintaining lubrication as specified.
- Seals, plungers, valving or packing materials in equipment exposed to corrosive fluids or unusual temperatures and/or pressures.
- Repair cost because of abuse, willful damage, accident, neglect, or failure to follow the specified preventative maintenance program or operating instructions.
- Any work performed on equipment without the approval from the Company during the warranty period.
- Shipping damage; claims must be made with freight carrier. All equipment should be inspected to the point of being received by the customer before the carrier leaves the premises, otherwise claims will not be accepted.

**13. RESPONSIBILITY FOR SAFE APPLICATION OF THE PRODUCTS:** The customer is responsible for the safe use of the Company's products. The customer agrees to instruct and inform all persons installing, operating, or servicing the Company's products concerning the safe use of the Company's products, and to maintain all safety warning plates or labels on the Company's products in good condition to safeguard against injuries to persons or property. The customer agrees to indemnify and hold harmless the company for any claims, losses, or expenses, including reasonable attorney's fees, arising out of any injury to any person or damage to any property caused by the customer's breach of the agreements contained in this paragraph.

**14. PLACE OF PLACE PAYMENT AND APPLICABLE LAW:** The customer agrees to pay all sums which may become due for an order, or which may otherwise be owed to the Company, at the principal office of the Company in Houston, Texas. All orders shall be governed by and construed in accordance with the laws of the State of Texas.



**15. FORBEARANCE – NO WAIVER:** Forbearance or failure of the Company to enforce any of these conditions or to exercise any right accruing from any default of the customer shall not affect or impair the company’s rights, should such default continue, or in case of any subsequent default of customer, nor shall such forbearance or failure be deemed a waiver of the Company’s rights in case of other or future defaults of the customer.

**16. THESE CONDITIONS CONTROL ALL ORDERS:** These conditions shall supersede all other conditions and provisions, notwithstanding previous communications to the contrary and shall be deemed to be incorporated in full in every document exchanged between the Company and the customer. Any additional terms and provisions are expressly rejected by the Company. In the event of a conflict between these terms and conditions and the provisions of any other document between the Company and the customer, these conditions shall be controlling, unless otherwise agreed in writing and signed by both the company and the customer.

If you have any questions about this return policy, please contact us at Phone, Email, or Website.