



BLACKGUARD TERMS AND CONDITIONS

- Acceptance:** All orders are subject to acceptance by NEC, Inc.
- Minimum Billing:** \$250.00* - orders of less than \$250 net value will be invoiced at \$250.
- Payment Terms:** 2% 10th Prox., Net 31 days, pending credit authorization.
- Delivery:** Delivery date given prior to or after placement of an order is determined to the best of our ability based on our normal production cycle. The delivery date is in no way guaranteed unless otherwise specified in writing. Therefore, NEC Inc is not indemnitor for any damages, losses, or claims whatsoever due to inability to meet such delivery date.
- Freight Policy:** F.O.B. point of shipment.
- Freight allowance is on conduit & fitting orders exceeding \$7,500.00 (net), based on a single order, which is to be routed in one shipment to a single destination by common carrier via best way.
 - Additional requirements will be handled pre-paid and charged or collect.
 - Shipments will be completed without back orders, if a partial shipment is requested on freight allowed, freight allowance will be allowed on the portion having the greater weight.
- Freight Claims:** **All goods are shipped at buyer's risk.**
- All shipments should be carefully examined and counted before freight carrier delivery receipt is signed. Including inspection for hidden damages.
 - If damages or shortages are found at the time of delivery the buyer must inform driver of any damages or loss of goods, make notation of damage or missing goods on delivery receipt, and have driver initial damage notation on delivery receipt to facilitate a proper claim.
- Cancellation:** Orders for normal quantities of standard goods may be canceled without charge, if written instructions are received at the factory in time to stop order prior to production. Cancellation of orders for special products; including large radius elbows will not be accepted after order is released.
- Return Policy:** No material will be returned to, or accepted by NEC, Inc without written authorization. Upon authorization, undamaged standard stock items in resalable condition will be considered for return. A minimum restocking charge of 35% of the price originally paid for the material will apply. All transportation to NEC must be prepaid by the customer. Any damages will be reported to person who requested return; NEC will not be responsible for filing damage claims with freight carrier. The credit is subject to our confirmation of quantities and condition of material received. No material will be accepted after sixty days unless written authorization has been obtained at the time the original purchase order was accepted. Material ordered for or shipped to job sites will not be accepted for return under any condition except warranty. Under no condition will large radius elbows be accepted for return except for warranty.
- Shortages:** No shortage claims will be recognized unless such shortage is reported to NEC within five (5) days from receipt of shipment at destination.
- Quote policy:** Quotations are valid for 14 days after issue date, unless otherwise stated. Lead times quoted valid until end of business day. N.E.C., Inc. reserves the right to correct any obvious errors in pricing, including those caused by system malfunctions or clerical mistakes, and may cancel or modify orders placed at incorrect prices at our sole discretion. Customers will be notified in the event of such a price correction and given the option to proceed at the corrected price or cancel their order.
- Catalog Specification:** Catalog weights and dimensions are careful estimates but are not guaranteed.
- Warranties:** NEC, Inc. warrants **BlackGuard™** products manufactured by the company to be free from defects in materials and workmanship for a period of 5 years from the date of shipment from plant. If within such period any such goods shall be proven to NEC's satisfaction to be so defective, then and in that event such equipment shall be repaired or replaced at NEC's option. Such correction or replacement of defective goods shall constitute a fulfillment of all liabilities in respect to such goods. Installation not in accordance with written NEC's recommendations shall void warranty.