



Standard Terms and Conditions – Distributor/Reseller The Ericson Manufacturing Co.

MINIMUM BILLING:	\$100.00 USD
ORDER PROCESSING / QUOTED ITEMS:	All orders will be priced using price sheet in effect at time of order entry. All orders containing items priced at a level other than price sheet in effect must reference the pre-authorized and non-expired quotation number by line item to validate price when submitting orders to orders@ericson.com or via EDI. Any HOLD FOR RELEASE purchase orders that exceed 30 days without a firmed release date for fulfillment are subject to a price and lead time adjustment.
PAYMENT TERMS:	Payment terms are Net 30 days (on approved credit) from the invoice date, unless otherwise specified or agreed to in writing by an authorized official of The Ericson Manufacturing Co. For customers without approved credit, payment via credit card, ACH, or check prior to shipment is required. For Credit Application, apply here. Invoice payments via Credit Card: We impose a surcharge on credit cards that is not greater than our cost of acceptance. Finance charges may apply on any overdue invoice. Finance charges are computed on the basis of 1.5% per month, 18% per annum, and prorated to a daily rate of .05% of the outstanding balance. Down Payment / Advance Deposit: For any large monetary projects that contain any of Ericson's catalog/custom items or engineering services may require an advance payment of up to 50%. Balance of payment per default credit terms or as determined based on the project.
FREIGHT:	Title: FOB - ORIGIN. *Standard ground freight will be paid by Ericson on a single order/one shipment having a net value of \$1,250.00 USD (Stocking/Partnered Distributor) or \$1750.00 USD (Non-Stocking/Non-Partnered Distributor) to be shipped to any one distributor or drop ship location within the 48 contiguous United States. Ericson reserves the right to select the routing. AK, HI; customer responsible for freight cost beyond consolidation point. *As of 6/1/2021, all Ericson products are now eligible for freight allowance within the thresholds stated above. Freight Collect Shipments: If at the time of shipment, the carrier account number you provided for any non-freight allowed shipments returns an Account Validation error from your chosen shipping carrier, Ericson Manufacturing reserves the right to ship "prepaid and add" to your invoice to prevent shipment delay. A carrier account number provided by a customer to Ericson is NOT validated until the product is ready to be freighted. Frequently, these shipments are urgent, next day delivery requests that are shipped towards the end of the business day that wouldn't allow for additional time to collect a valid account number or resolve any one of many issues related to your or your customer's freight account number.
CANCELLATION REQUEST:	In the event of a cancellation, purchaser will pay Ericson promptly (within standard terms) upon receipt of invoice based on the following conditions: - The full contract price for all products which have been completed prior to Ericson's receipt of notice of cancellation request. - All costs incurred by Ericson in connection with the uncompleted portion of the order, including but not limited to materials, labor, travel, consulting, general and administrative, sales and engineering. - Cancellation charges incurred by Ericson on account of its purchasing commitments made under such.
EXPEDITED SERVICE:	E-Expedite service is available at a rate of 10% of order value plus any additional costs and/or fees. Min. charge for this service is \$500.00 USD.
CUSTOM/ENGINEERED ORDERS:	\$500.00 USD minimum on 1st order not including freight charges. Subsequent re-orders are \$100.00 USD minimum. Re-orders of Custom Items will be subject to Cost of Goods adjustment if required.
ENGINEERING DESIGN & SETUP CHARGES:	Ericson Manufacturing reserves the right to invoice for any setup charges and engineering design time that is considered out of the ordinary when no accompanying order is placed for merchandise. Additional Engineering services are available at a rate of \$250/hr for items that are beyond our initial design and standard documentation package.
DELAY IN DELIVERY:	Ericson is not to be accountable for delays in delivery occasioned by an event of Force Majeure, acts of God, failure of its suppliers to ship or deliver on time, or other circumstances beyond Ericson's reasonable control. Delivery promises are made in good faith, and such information is approximate and refers to time of delivery to carrier. Delivery schedules are not guaranteed, and the Company is hereby held harmless and will not accept any liability for any penalty or damages, liquidated or otherwise, for delayed shipment(s), installation(s) or otherwise.
<u>DAMAGED GOODS:</u>	<u>It is the responsibility of the receiver to inspect and report all claims for merchandise damaged or lost in shipment and must be made to the carrier by the consignee.</u> Ericson Manufacturing Company will do everything necessary to provide the consignee with the assistance and information necessary to trace shipments or process the claim with the carrier. For further guidance on how to address damaged product upon receipt and to file a freight claim, please Click Here .
SHORTAGES:	Shortages in quantities received must be reported to Ericson Customer Service within 10 days from the date of invoice to receive proper credit.
<u>LIMITED WARRANTIES:</u>	Ericson guarantees the products it manufactures or sells against defects in workmanship and material for a period of one (1) year from the date of shipment or date of invoice, whichever is later. The product must be used, maintained, and installed according to the instructions and procedures provided, or this warranty is void. Any alteration or modification of the product will also void this warranty. ERICSON'S OBLIGATION UNDER THIS WARRANTY IS LIMITED TO THE REPAIR OR REPLACEMENT OF DEFECTIVE PRODUCTS. No other warranty or remedy shall be provided. This warranty specifically does not guarantee or cover payment or reimbursement of any damages or consequential damages beyond the above. Any claim under this warranty must be made in writing within twelve (12) months of the date of shipment or the date of invoice, whichever is later. All products returned to Ericson under this warranty must be prepaid. If it is determined that the product is defective in material and /or workmanship the repair or replacement will occur, at Ericson's option, at no charge and return freight prepaid by Ericson. All other return of product to the owner shall be at the owner's expense.

	ERICSON AND ITS AUTHORIZED AGENTS, EMPLOYEES AND REPRESENTATIVES SPECIFICALLY AND EXPRESSLY DISCLAIM ANY AND ALL OTHER WARRANTIES, INCLUDING THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND/OR ANY WARRANTY OF MERCHANTABILITY WHICH MIGHT OTHERWISE BE APPLICABLE UNDER ANY STATE OR FEDERAL LAW.
<u>LIMITATION OF LIABILITY:</u>	Ericson and its authorized agents, distributors and representatives do not guarantee the performance of any Ericson product in the customer's use as the manufacturer is unable to assure proper use by the customer. Proper use by the customer is necessary for the effectiveness of the product, as well as the safety of those using same. The user is solely responsible to determine the suitability of any Ericson product for any intended use. The user assumes all risk and liability for use of any Ericson product. User specifically acknowledges receipt of proper instructions regarding the use of the product in the original packaging and disclaims any consequential damages to person or property, damages for loss of use, lost time, loss of profit, lost income, loss of the Ericson product itself and/or other incidental or consequential damages other than as warranted by Ericson's limited warranty. User accepts the responsibility of removing from service any product that becomes worn out, unusable, unsuitable for intended use or defective in any way such as to make the product a potential safety hazard. Ericson is unable to undertake such obligations or responsibilities on behalf of the user as the user is in sole possession and control of the product.
RETURNED MATERIALS POLICY:	Permission must be obtained by Ericson Manufacturing Company before any materials are returned. All shipments of returned materials must be marked with the assigned Returned Materials Authorization (RMA) number and accompanied with comments regarding the cause and nature of any product defect of failure. RMA numbers are valid for 30 days and all associated goods must be received within that period. Ericson Manufacturing Company will evaluate returned materials and, if needed, respond to the customer within 10 business days of receipt. Customer disposition on this evaluation must be received within 10 business days. If customer disposition is not received within the period, materials will be returned at the customer's expense. All warranty shipments will be billed at full value. Account will be credited upon receipt of returned goods. Only Make to Stock "Quick Ship" Catalog items within warranty and of current design will be accepted for return to stock. Specialty engineered custom items or Make to Order "Design Build" and "Express Build" Catalog items are non-returnable. Please reference Ericson website for part category designation of "Quick Ship", "Express Build" or "Design Build". Note: Custom items are not published on Ericson website. Materials returned for stock are subject to a minimum 35% restocking charge and must be in new, saleable condition including packaging. Restocking charges may, at the sole discretion of Ericson Manufacturing Company, be waived if returned materials are accompanied by an order twice (2X) the original invoiced value. Additional 20% charge will apply to goods requiring repackaging. Final disposition of credit will be made based solely on Ericson Manufacturing Company's evaluation. No deduction for returned materials is allowable from a remittance until a credit memorandum has been issued by Ericson Manufacturing Company. All credits will be absorbed in the purchase of new orders not existing stock. Cash credits will not be issued. All returned materials must be shipped freight prepaid and accompanied with copies of the original invoice. Goods received without the original invoice may be issued credits equivalent to 50% of current distributor net price.
MERCHANDISE CREDITS:	Valid for one (1) year from date of issuance.
REPAIR OF RETURNED MATERIALS:	Ericson Manufacturing will offer, at the sole discretion of Ericson Manufacturing Company, a repair service for products outside of warranty. If requested, a quote will be issued for repairs before work begins. Repaired items will be warranted for 90 days from date of shipment.
MODIFICATION OF TERMS & CONDITIONS:	These terms and conditions supersede all other communications, negotiations, and prior oral or written statements regarding the subject matter of these terms and conditions. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon Ericson unless made in writing and signed on its behalf by a duly authorized representative of Ericson. No conditions, usage of trade, course of dealing or performance, understanding or agreement, purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound. Any proposed modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein.
Prices, Terms and Specifications are subject to change without notice.	
The Ericson Manufacturing Co. shall not accept and/or recognize any new and/or additional terms and conditions not specifically stated in our current Terms and Conditions unless acknowledged in writing and signed by an authorized representative of Ericson Manufacturing.	