

Acceptance of Order

We reserve the right to decline an order, in whole or in part, when the price, quantity, or assortment of goods is not satisfactory to us. We shall not be responsible for any loss or damage resulting from delay in filling orders, caused by fire, flood, strikes, differences with workman, government regulations, accidents, transportation delays, shortages of materials, or other causes beyond our control. Orders are processed in order of receipt, but lead times may vary.

Quick Ship Program

Items marked Quick Ship (QS) should ship same day if the order is received by 12:00 Noon Eastern Time.

Shipments

All shipments are F.O.B. point of origin. All shipments having a net value of **\$1,250.00** or more will ship freight prepaid in the continental United States only, and via a routing of our choice (this excludes Alaska, Hawaii and US possessions). A fuel surcharge on freight prepaid may apply. Less than \$1,250.00 will ship prepay and add. Shipments by Express, Air Freight, Bus, or Parcel Post are F.O.B. Point of origin, without any freight allowance.

When delivered to the transportation company, shipments become the property of the purchaser who assumes the risks of loss or damage in transit. If proof of delivery is requested, a \$25.00 "proof of delivery receipt charge" will apply (unless delivery cannot be verified). Any additional delivery related charges not considered at the time of order are the responsibility of the buyer.

Prices All Pricing is EACH or SET

Prices and terms are subject to change without notice. No prices are guaranteed. All shipments will be made at prices prevailing at the time of shipment. Orders requesting shipment beyond delivery schedules are subject to increase in prices. Should raw material prices rise substantially, it may become necessary to add a surcharge by material type at the time of shipment.

Terms

Our payment terms are Net 30 days, or 1% discount for payment within 15 days of date of invoice. Accounts unpaid after 90 days will be placed for collections. All collection charges, attorney fees, and court costs will be added to the amount due.

Minimum Order Charges

Orders with a net value of less than **\$50.00** will be invoiced at **\$50.00**.

Cancellation or Changes

A cancellation or change order will be subject to a \$25.00 service charge for administration costs incurred by us prior to notification by the customer. Orders for non-stock goods, accepted by us, are non-cancelable except with prior written consent, and then subject to a service charge based on the manufacturing expenses incurred.

Packaging Charges

The following packaging charges will be assessed and added to the invoice where applicable:
\$50.00 net when requested to itemize and special package in accordance with such schedules.
\$25.00 net when requested to make changes on itemized jobs after orders have been processed.

Delivery

Specific shipping dates cannot be guaranteed, due to possible material shortages, accidents, strikes, governmental regulations, and other factors and conditions beyond our control. We reserve the right to hold shipments of all open orders to customers whose account is 60 days past due, and to assess warehousing charges up to \$10.00 per day for orders we are instructed to hold beyond scheduled shipping dates.

Returned Goods

No goods will be taken back or exchanged without written permission. All returns must be shipped freight prepaid, and are subject to a minimum 35% restocking charge. Returned goods must be in saleable condition or no credit will be issued. Under no circumstances will non-stock, make-to-order or discontinued product be accepted for return unless it is due to a Bommer error.

Debits, Credits, Adjustments

No Debits will be accepted, credits issued, or adjustments without prior written permission.

Freight Claims

Goods in transit are at purchaser's risk. Please inspect before you sign for delivery making sure any discrepancies are documented on the delivering carrier's delivery receipt or bill of lading. Damaged or lost merchandise claims must be filed with the delivering carrier within 10 days of receipt. Claims for shortage must be made in writing with documentation and subject to factory verification.