



# TERMS, CONDITIONS OF SALES & WARRANTY

**Prices:** Prices of the Company's Products are subject to change without notice. Quotations are conditioned upon acceptance within 90 days unless otherwise stated and are subject to correction for typographic or clerical errors. Sales order confirmation will be considered accepted by Buyer if objection is not submitted in writing to Acorn Customer Service within (1) one week of receipt. The sales order confirmation is the governing document. All prices exclude sales, use, occupation, license, excise and other taxes in respect to manufacture or delivery. Unless a proper exemption certificate is furnished to the Company, all such taxes shall be paid by the Buyer to Company at the time of payment.

**Terms and Conditions of Payment:** Terms of payment are **Net 30 from date of invoice**. Past due accounts will be subject to a 2% per month service charge from the date of the invoice. If any proceedings be instructed by or against Buyer under any bankruptcy or insolvency law, or if Buyer shall fail to make timely payment on this or any other order, or if, in the Company's judgment, Buyers financial situation justifies such action, the Company may, at its election, require payment in advance or cancel the order as to any unshipped item and require payment of its reasonable cancellation charges. If Buyer delays completion of manufacture, the Company may elect to require payment according to percentage of completion. Equipment held for Buyer shall be at Buyer's risk and expense. In all cases, regardless of partial payment, title to the Products shall remain in the Company until payment for the Products (including any notes given therefore) has been made in full. Should legal action be necessary to enforce payment of an unpaid invoice, the Buyer will assume full responsibility for any court and reasonable attorney fees. All orders are subject to credit check and approval prior to shipment. **Minimum invoice amount is \$25.00.** Orders not meeting the \$25.00 minimum will be billed at \$25.00.

**Return Goods Authorization:** No materials shall be returned without a Return Goods Authorization (RGA) from Acorn Customer Service. Returns must reference the RGA number and be shipped freight prepaid or the shipment will not be accepted. Credit issued for the return will apply only to future shipments and will be subject to a **25% handling charge**. Any cost associated with restoring product to saleable condition will be deducted from the credit and any outgoing freight charges paid by Acorn. **Non-stock and custom fabrications are non-returnable.** RGA credit will not be issued for less than \$ 100.00 unless material is proven defective.

**Delivery: Shipments are F.O.B. Factory, Industry, California** or other designated shipping point determined by Acorn. **FFA (full freight allowed) may be earned on all shipments within the continental United States on orders of \$5,000.00 or more. Any shipment or delivery dates quoted by the Company are estimated.** The Company shall be obligated to use reasonable efforts to meet such dates. **The Company will in no event be liable for any delays in delivery or failure to give notice of delay,** or for any other failure to perform hereunder due to causes beyond the reasonable control of the Company. Such causes shall include, but not be limited to acts of God, the elements, acts or omissions of manufacturers or suppliers of the Products or parts thereof, acts or omissions of Buyer or civil and military authorities, fires, labor disputes or any other inability to obtain the Products, parts thereof, or necessary power, labor, materials or supplies. The Company will be entitled to refuse to make, or to delay any shipments of Products if Buyer shall fail to pay when due any payment owed by it to the Company, whether under this or any other contract between the Company and Buyer. Shipments are normally sent prepay or charge. A \$6.00 surcharge, per package is added to small parcel shipments.

**Claims and Shortages: F.O.B. factory shipments are the full responsibility of the Buyer.** Losses or damages must be reported to the carrier immediately. Acorn will file freight claims on FFA

orders if the Buyer complies with the following within (5) five days of receipt of shipment: inspect shipment immediately, have delivering carrier inspect shipment, file inspection report with carrier and send a copy to Acorn. No claim for failure to receive shipment or shortage will be honored unless Acorn is notified immediately upon receipt of invoice or within five working days of receipt of shipment, whichever is sooner.

**Specifications:** All products are subject to change without notice. Unless stated in the purchase order, material will be furnished per the design in effect at the time the order is filled. Field dimensions must be submitted in writing and are the full responsibility of the Buyer. Changes in specifications or cancellations must be submitted in writing to Acorn for review, the Buyer will be subject to charges incurred due to the extent of the change or cancellation. **Non-stock and custom fabrications are not subject to cancellation.**

## Limited Warranty- United States & Canada

Acorn Safety warrants that its **products are free from defects in material or workmanship under normal use and service for a period of one year from date of shipment. Acorn's liability under this warranty shall be discharged solely by replacement or repair of defective material, provided Acorn is notified in writing within one year from date of shipment, F.O.B. Industry, California.**

**This warranty does not cover installation or labor charges and does not apply to materials, which have been damaged by other causes such as mishandling or improper care or abnormal use.** The repair or replacement of the defective materials shall constitute the sole remedy of the Buyer and the sole remedy of Acorn under this warranty. Acorn shall not be liable under any circumstances for incidental, consequential or direct charges caused by defects in the materials, or any delay in the repair or replacement thereof. This warranty is in lieu of all other warranties expressed or implied. **Product maintenance instructions are issued with each unit and disregard or non-compliance with these instructions will constitute an abnormal use condition and void the warranty. The emergency drench equipment manufactured by Acorn Safety is warranted to function if the installation, operation and maintenance instructions provided by Acorn Safety are followed as written. The equipment must also be used for the purpose for which it was intended. This equipment is to be used as a supplement to first-aid practices. Due to a wide variety of conditions, Acorn Safety cannot guarantee that the use of this emergency drench equipment will prevent serious injury or the aggravation of existing or prior injuries.**

Acorn Safety emergency drench equipment is made in accordance with and compliant to ANSI Z358.1 for Emergency Eyewash and Shower Equipment

## Catalog Specification, Illustrations & Descriptions

**Drawings, renderings and accompanying specifications describe standard features and some available options for each product. Not all features or options are necessarily shown. All products are subject to change at discretion of the manufacturer and unless stated in the order, material will be furnished of the design in effect at the time the order is filled. We reserve the right to substitute materials and/or make changes in design or other specification, as shown and described in any of our printed literature or website, without liability to purchasers**

If you have any questions or require technical assistance, please call 800-591-9372.

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