

Terms & Conditions

Aarco Products is committed to serving our customers. Our passion for excellence in manufacturing extends throughout the entire customer experience. Every order is important to us. These terms and conditions serve to protect the interests of Araco and its partners. These terms and conditions are hereby incorporated into all purchase orders, quotes, order acknowledgments and subsequent actions related to any products sold by Araco. These terms and conditions supersede any conflicting terms and conditions in Customer's purchase order. Araco reserves the right to alter, change, modify, expand, or discontinue any of the policies and/or programs set forth above.

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PRICES

Values within the current price guide are shown at list price and apply to standard products only. Storage, sales tax, custom charges, and any installation charges are not included in the price guide quotes. We reserve the right to modify prices without prior notification.

QUOTES

Prices are valid for 120 days and for the quantities listed on the quote, unless otherwise noted. Any requests that were not noted on the initial quote may incur an additional fee.

ACKNOWLEDGMENT

Aarco will send an acknowledgment email for each purchase order. When you receive the acknowledgment, please check it for accuracy. It is the customer's responsibility to contact Araco immediately regarding any discrepancies or inconsistencies between the purchase order and the one in the acknowledgment. All orders are placed into production once an acknowledgment is sent. Estimated ship dates may be provided at the time of acknowledgement. If an order is subject to a credit hold, it will be scheduled for shipment only after it is released from credit hold.

ORDER PROCEDURE

Aarco is not liable for orders that cannot be accurately fulfilled due to incomplete or inaccurate information provided by the customer or the customer's authorized agent. Araco will not begin production of an order until all required information is received.

SALES TAX

Aarco does not collect sales tax in any jurisdiction. A verifiable and applicable tax exemption or resale certificate is required by the purchasing customer, for the jurisdiction where the product will be received, if the customer wishes to do business with Araco. Exemption or resale certificates must be received prior to the order being fulfilled. In jurisdictions where Araco does not have a Sales & Use Tax Registration, and therefore does not collect sales tax, the customer is responsible for collecting and remitting all applicable Sales and Use taxes directly to its taxing authority.

TERMS

All new customers are given prepay payment terms. Customers can submit a credit application requesting a higher credit limit and payment terms. If approved, Araco will establish an allowable credit limit on an individual company basis. Please refer to your order acknowledgment. To receive a payment discount, all checks must be dated and mailed no later than the specified day within the terms starting on the date of invoice. Failure to do so will result in short payment of the sales order/invoice. No discounts may be taken or applied to freight amount or shipping costs. All credit terms are subject to change without prior notice.

Outstanding payment obligations that are past due will result in a temporary credit hold until the account is current. All past due invoices are subject to monthly service charges, additional to any unpaid balance. The current interest charge rate of 1.5% per month, equivalent to 18% per annum unless any existing local laws prohibit such interest and then the maximum allowed under such statute shall be in effect.

ORDER DEPOSITS

Aarco reserves the right to require deposits. When customer deposits are required, the deposit must be received by Araco before Araco can accept the order.

CANCELLATIONS

All orders are considered firm and cannot be canceled, unless Araco consents. Araco reserves the right to assess a cancellation fee on any approved cancellations.

CHANGE ORDERS

Aarco reserves the right to apply additional charges to any orders revised after manufacturing has begun. Additions or changes to approved orders may be subject to a postponement of shipment.

WARRANTY

Aarco porcelain enamel steel markerboard and chalkboard writing surfaces carry a Limited Warranty for the Life of the Building. Glass writing surfaces have a Limited Warranty for ten (10) years from the date of purchase. Other products and build components generally carry a one-year (1) Limited Warranty against defects in materials and workmanship. Please contact us for complete details of our Limited Warranty Terms. This Limited Warranty does not cover damage resulting from, or in any way attributable to, improper use, storage, shipping, handling, installation, or modification of the product.

STORAGE

Orders will be shipped when completed partially or in-full. On orders for which the customer is unable or unwilling to take delivery as scheduled, the merchandise may be held in an Araco facility for an additional fee. Storage fees are charged on a case-by-case basis based on quantities, duration, and handling severity.

SHORTAGE AND DEFECT CLAIMS

Any shortage claim(s) must be reported within 24 hours of receiving the shipment. Product defects, concealed damages, or errors must be claimed within five (5) days after delivery. Araco requires photographs of damages to determine cause and remedy.

If shipment arrives damaged or short, you should first inspect all cartons/crates immediately and note any visual damage or shortages on the delivery receipt. The carrier should be notified immediately to inspect the merchandise, and consignee should subsequently file a freight claim. If visual damage is not apparent, sign the delivery receipt "No Visual Damage." This allows recourse for a concealed damage claim. Claims for freight damage, concealed or otherwise, must be made within five (5) days of the original delivery date.

Failure to make claims against designated carrier within five (5) days constitutes as acceptance of the merchandise and a waiver of any defects, errors, or shortages discovered upon inspection.

FREIGHT POLICY

Aarco reserves the right to ship by what is, in the company's opinion, the best way. The shipping charge is added to the total net cost of all orders. Please contact Araco Sales for shipping estimates prior to placing an order. Freight accessorial or surcharges may be charged additionally if incurred after delivery is made.

Will Call orders will not be crated. Araco will notify the customer when the order is ready for pick-up. Araco maintains ownership to the goods until such time as the customer picks up and signs for the product, or title is transferred via freight carrier. All other Araco terms and conditions apply as if the product were delivered, and Araco reserves the right to charge storage fees for unclaimed product after notification.

Merchandise shipped is F.O.B. factory from Yaphank, NY. ownership of the product passes from Araco to the purchaser upon shipment of product by Araco. It is the responsibility of the purchaser or consignee to report to the carrier promptly upon receipt, and to settle with the carrier any subsequent claims for loss or damage.

Any shipping dates mentioned on the order confirmation are estimates only. Araco is not responsible for shipping delays of any kind.

RETURNS

Many Araco products are made-to-order and may not be returned. Araco reserves the right to refuse return of custom-made or specialty products. Return requests must be made within five (5) days after shipment receipt. If Araco chooses to accept a return, merchandise must be returned unused and properly packaged in its original shipping carton. Products may only be returned with written permission from Araco, subject to a 20% restocking fee. If permission is granted to return a product, a return merchandise authorization (RMA) must accompany the product. Returned products will not be accepted without an RMA. Unless otherwise agreed, the return freight charges are the customer's responsibility.

PRODUCT CHANGES

In our effort to improve our product offering, Araco reserves the right to institute changes to materials, parts, or design as well as to discontinue models, options, and/or parts without any prior notice.

LIMITATION OF LIABILITY

Claims' maximum cumulative liability to the buyer shall not exceed the monetary amount of the purchase price of the goods claimed to be defective. This is buyer's sole and exclusive remedy. Buyer is not entitled to consequential or special damages.

OTHER

These terms and conditions are hereby incorporated into all purchase orders, quotes, order acknowledgments and subsequent actions related to any products sold by Araco. These terms and conditions supersede any conflicting terms and conditions in Customer's purchase order. Araco reserves the right to alter, change, modify, expand, or discontinue any of the policies and/or programs set forth above.

