

Terms and Conditions Acknowledgment Agreement

Eldon James Corporation
10325 East 47th Avenue, Denver, CO 80238-2880
Phone (970) 667-2728 | Fax (970) 667-3204 | sales@eldonjames.com

ELDON JAMES

Your company has requested an open billing account and credit privileges from Eldon James Corporation. In accordance with our ISO 9001 Contract Review requirements we ask that the following statement of our Terms and Conditions be acknowledged with the signature of an authorized purchaser.

As a proprietary manufacture we sell off-the-shelf standard products as shown in our catalog and on our website. We do not offer extended payment terms, nor do we negotiate these terms. Please return this form, completed and signed, to establish an account. We do not generally require additional credit references, but they may be requested.

Specific Terms and Conditions

Visa, MasterCard and American Express credit cards are accepted. Credit accounts may be established on a Net 30 basis only, following submission and approval of Eldon James Terms and Conditions Agreement.

The form is available online at www.eldonjames.com, or may be requested through Customer Service at (970) 667-2728 or sales@eldonjames.com.

Initial orders may be placed with a signed, emailed or faxed copy of this form provided the order does not exceed \$500 or the order has been approved by an officer of the Eldon James Corp.

Orders for less than \$500 are accepted with a credit card or other prearranged payment. With the exception of initial orders, purchases on an Eldon James account require a minimum order of \$500; **however, this provision may be waived and a \$100 minimum order accepted if the purchaser has no outstanding invoices older than 30 days and has a consistent on-time payment history.** Delinquent accounts may be subject to denial of credit and any account over 90 days past due is subject to action by a third party collection service.

Minimum Orders: Qualified minimum orders (see above) are \$100.00.

Same Day Shipment: Standard lead time for stock orders is 2 business days to ship. Orders may ship same day with a \$100 expediting charge if the order is received by 12:00 PM MST and order is less than 1,000 pieces.

Freight Policy: All shipments are F.O.B. Shipping Point (Origin), from Denver, Colorado. Shipping charges are pre-paid and added to the invoice unless other arrangements are made by the customer prior to shipment. Standard shipping is by FedEx ground unless a UPS or other shipper account number is provided at the time the order is placed.

Export Orders

Payment on Export Orders: Invoices may be paid using one of three methods:

- 1) Visa, MasterCard, or American Express credit cards – CC authorization required
- 2) Payment by check drawn from an account at a US bank denominated in US dollars
- 3) Wire transfers denominated in USD are also welcome. All bank charges are the customer's responsibility. Contact Eldon James Customer Service 001 (970) 667-2728, 8:00 am to 5:00 pm MST, for specific bank and account information.

Customs: Custom's fees vary considerably between countries and shipments may be delayed by several days for processing. Eldon James provides commercial invoices, USMCA and other documents required for international shipments; however, customers are responsible for any charges assigned by customs that are added to their shipment. These charges are frequently added at the destination. Before placing an order, please check with your country's customs office for information regarding additional charges.

Quality Certifications: Many of our standard materials are USP Class VI, FDA and NSF approved or certified. Eldon James Corp. offers Certificates of Traceability and/or Certificates of Conformance on products made from these materials. **Certificates must be requested at the time the order is placed – We cannot assign certificates for orders which have already left our facility.**

Returned Goods: Products are not returnable after 30 days. In order for Eldon James to maintain lot traceability integrity, the following categories of products are **non-returnable:** All Flexelene™ Tubing, all fittings with the letters NN, NK, NK7, PP, HDPE, PC, PS, E8402, CVU & MN in the suffix, and all 'antimicrobial protected' (AG) products. It is impossible for us to guarantee lot and job traceability once these products have left our facility. 'Special orders' and custom manufactured products are non-returnable unless defective. Please call prior to placing an order if you have questions about returning specific products. We will gladly provide samples for determining fit and form functionality.

Returns Procedure: Contact customer service for a Return Authorization Request Form. RGA numbers must be clearly visible on the outside of the return carton. Returned product is subject to a 15% minimum restocking fee unless it is defective.

Limitations of Warranty: Eldon James Corp. warrants its products to be free from defects in materials and workmanship. The exclusive remedy for defective materials or workmanship is limited to replacement of defective products returned to the Eldon James Corp. within sixty days after the invoice and shipping date. **NO WARRANTY OF MERCHANTABILITY OR FITNESS IS EXPRESSED OR IMPLIED.** There are no warranties which extend beyond the description on the face hereof. Eldon James, Corp. is not liable for consequential or other damages, or for any expense incurred through the use of its products. **Customers are encouraged to request free samples for testing and evaluation so that the suitability of the product for a particular application may be determined.**

Please have the following section completed and signed by a Purchasing Manager authorized to issue payments on purchase orders, or a member of your accounting staff who issues payments. By completing this agreement, you accept and understand our terms and conditions, and indicate your willingness to meet them.

Please initial the bottom of page 1, and sign and fill in the required information below.
Return both pages to Eldon James Corp. 10325 E. 47th Avenue, Denver, CO. 80238, sales@eldonjames.com.

Company Name: _____

Billing Address: _____

Phone: _____ **Fax:** _____

Name (Print) _____ **Title:** _____

Signature: _____ **Date:** _____

E-Mail: _____

Industry Type/Business: _____

Required: Medical, Pharmaceutical, Automotive etc.