



Phone: 607.962.2137
Toll Free: 1.800.869.2040

TERMS AND CONDITIONS OF SALE

Revised October 2021

PRICES

All prices are subject to change without notice. Due to significant fluctuations in raw material prices, all prices listed herein and quoted are subject to monthly surcharges as needed for raw materials pricing escalation. The customer will receive acknowledgement of his order, showing prevailing prices at the time the order is processed. State or other sales or use taxes will be charged when applicable. All quotations automatically expire at the end of 30 days (unless specified otherwise) and are subject to termination by notice within that period.

MATERIAL SURCHARGE

There is a material surcharge to cover fluctuations in raw material pricing. This surcharge is calculated using the CRU benchmark for steel prices. Material surcharges are charged on invoices based on the surcharge for the date we ship to you. It may not match what Storflex quoted or confirmed.

TERMS OF PAYMENT

One of the following terms or combination thereof can be used to pay for an order:

1. Cash-with-order.
2. Mastercard, Visa, American Express
3. Net 30, date of shipment (with prior credit approval).

It is our policy to extend Net credit terms to qualified applicants only. These terms may be withdrawn at any time. A service charge of 1 1/2% per month will also be added for any past due or unpaid balances.

ACCEPTANCE

All orders, contracts, and agreements are subject to the acceptance and approval by Storflex Holdings Inc at its corporate headquarters in Corning, New York. Storflex Holdings Inc shall not be liable for any delay in the performance of any order or contract or in the delivery of any goods, or for any damages resulting from such delay, when such delay is directly or indirectly caused by or due to fire, flood, accident, riot, act of God, war, governmental decree or order, strike, labor difficulties, shortage of labor, fuel, power, material or supplies, transportation delay or any other delay or causes (whether or not similar to any of those hereinbefore specified) beyond Storflex Holdings Inc's reasonable control. Order acceptance will be per the conditions and terms outlined in Storflex Holdings Inc acknowledgement. Mailing of the acknowledgement will signify Storflex Holdings Inc acceptance of the order.

CHANGES AND CANCELLATIONS

Customer requested changes and cancellations are subject to approval by Storflex Holdings Inc. Every reasonable effort will be made to accommodate requests without additional cost to the customer. Any manufacturing or engineering costs incurred will be charged to the customer.

When raw materials are purchased and/or materials have been made, there will be a minimum 50% cancellation fee charged. Storflex Holdings may charge more if there is no other customer for the materials.

STORAGE

Storage fees will be charged if materials are not taken within 2 weeks of scheduled delivery date. The customer will be notified of the date storage fees will begin and the amount.

SHIPMENTS

Method and route of shipment are at Storflex Holdings Inc's discretion unless Storflex Holdings Inc is furnished with complete shipping instructions at least ten (10) days prior to the scheduled shipping date. Although Storflex Holdings Inc tries to fill all orders completely, it may be necessary at times to back-order to provide better service (unless specifically instructed by the customer not to back-order). Freight is F.O.B. Factory dock, Corning New York. Items that ship directly from Storflex Holdings Inc's supplier(s) are F.O. B Corning New York. Unless otherwise instructed, all shipments will be Freight Collect.



Storflex Holdings, Inc.
392 W Pulteney Street
Corning, NY 14830

Phone: 607.962.2137
Toll Free: 1.800.869.2040

PACKAGING AND HANDLING – CUSTOMER PICK UP

Storflex Holdings will charge a packaging and handling fee for customer orders that are picked up. These fees will appear on the customer invoice.

FREIGHT CLAIMS

With any loss or damage of freight always contact your Storflex Holdings Inc Account Service Representative. Listed on this page are the types of losses which may occur and your responsibility in handling them. Failure to following these steps may result in less or no payment or replacement.

LOSS OF FREIGHT

It is the receiver's responsibility to count the freight at the time of delivery. Any exception must be noted on the carrier's delivery receipt at this time. Failure to note any exception at this time will result in nonpayment for a loss of freight claim.

DAMAGE OF FREIGHT

As with a loss of freight, damage of freight must be noted on the carrier's delivery receipt at the time of delivery. It is the receiver's responsibility to make sure that the freight is inspected for visible damage and that the number of pieces damaged is marked on the carrier's delivery receipt. Failure to note visible damage at the time of delivery will result in non-payment of a damage to freight claim. Salvage must be held for the carrier.

CONCEALED DAMAGE

If the receiver receives goods in apparently good condition but there is concealed damage, it is your responsibility to contact your Storflex Holdings Inc Service Representative within 5 calendar days from delivery. You must keep the product and the packaging for an inspection by the carrier. Failure to handle a concealed damage claim in this manner could greatly reduce the amount recovered from the carrier. Authorization requires a written return material authorization number from Storflex Holdings Inc before return. Only stock products will be considered for return and only items in original and unbroken packaging will be accepted. A handling and restocking charge of 25% of the invoice price will be charged. for all approved returns. Submit requests to your Storflex Holdings Inc Sales Representative.

WARRANTY

Storflex Holdings Inc warrants to the original purchaser that all products manufactured by Storflex Holdings Inc are free from defects in material and workmanship. Storflex Holdings Inc's obligation under this warranty is limited to repairing or replacing at our plant any part or parts which shall, within one (1) year after delivery to the original purchaser, be demonstrated to be thus defective under normal use or service in climate-controlled environments. **SELLER EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND BUYER'S SOLE REMEDY IS LIMITED TO THE PROVISIONS CONTAINED HEREIN.**

No modification of this warranty shall be valid or binding unless in writing and signed by an officer of Storflex Holdings Inc.

This warranty is void if products alleged to be defective have been: (i) misused, overloaded, modified, improperly installed or used in a manner other than the intended purpose or application, (ii) altered or repaired without Storflex Holdings Inc's written consent, (iii) stored improperly or damaged after shipment, (iv) exposed to high humidity or other corrosive environments, or (v) not promptly reported to Storflex Holdings Inc.