



Terms and Conditions

We appreciate the opportunity to serve our customers, whether new or existing. Please read our terms and conditions below. We are happy to answer any questions you may have.

Terms: 30 Days Net, upon approval from the Credit Department, otherwise terms are CIA (Cash In Advance). All shipments are F.O.B. Warrenton, MO, USA.

Credit Ratings: Individuals and firms having no commercial rating and with whom we have had no business relations, must accompany their orders with 4 satisfactory credit references, you may also contact our Accounting Department for a credit application.

Prices: Prices are subject to change without notice. Prices in effect at date of order entry will prevail. Excluded from pricing is any shipping or handling fees.

Errors and Omissions: We reserve the right to correct prices quoted in error. We are not responsible for prices quoted by our distributors.

Sales and Similar Taxes: Prices do not include sales, use, excise or similar taxes.

Transport Insurance/Claims: The risk of loss passes to the purchaser upon Continental's delivery of goods to carrier. To alleviate loss of goods purchased, shipping insurance is mandatory at the customer's expense. All claims for damage or shortage occurring during transit must be made directly against carrier on collect shipping terms and Continental Pump for prepay shipping terms. Before accepting goods, have carrier note any damage or shortage on BOL/freight bill. Boxes, pallets and crates are to be kept for inspection by the carrier until the claim has been completed.

Inspection of Goods: Purchaser shall inspect all goods upon receipt and prior to installation or use in further manufacture. Notice of any damages, defect or deficiency must be brought to the attention of the sales department within 7 days of invoice date.

Order Changes: In the event an order is to be changed and already confirmed by Continental the following applies:

- (a) Same day shipments may require a new PO and subject to a handling fee.
- (b) Additional changes to the order may delay original shipment date.
- (c) All changes are subject to approval by Continental's warehouse.
- (d) Changes on non-inventory items may require restock depending on the OEM's return policy.

Cancellation Charges: Purchase orders accepted and acknowledged by the seller may NOT be cancelled by the purchaser except with the prior written consent of Continental Pump Co. A reasonable cancellation charge that compensates Continental for all costs incurred in entering, processing and preparing to perform an order will be assessed on the approved cancellation. On standard catalog items cancellation charges will be 25% of net price, \$50.00 net minimum, or actual costs incurred, whichever is greater. Cancellations are not allowed on orders with lead times of one week or less or for special products and non-inventory items.



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Credit Hold Policy: Payment terms are Net 30. Accounts that have been placed on credit hold due to past due invoices are not allowed shipping access to outstanding purchase orders until payment has been received and the account is current with all invoices being under 30-day terms. Once the account is current any open orders will be rescheduled, and the original lead time will be acknowledged the date payment is received.

Credit card payments are allowed after the net 30 term but a 3.99% convenience fee will be added to all past due invoices outstanding to get the account current. Ongoing credit hold status of your account may change terms and multiplier levels at Continental Pump's discretion.

Returned Goods:

(a) No products may be returned to the factory for credit without the Company's prior written authorization. To receive an RGA the original purchase order number and date must be provided. Boxes must contain the shipper's name, address and authorized RGA number. Packages without this information will be refused and returned to the shipper.

(b) All transportation costs to the factory for return are prepaid by the purchaser. Customs clearance and freight charges will be deducted from the final credit.

(c) Once the returnable product(s) is received, inspected, and found to be in like new, re-sellable condition in the judgment of our inspection department, credit will be allowed based on original invoice value less 25% for parts and 35% for pumps, or a minimum of \$50.00 net restocking charge, whichever is greater. Mechanical seals, elastomers, gaskets and O-rings are excluded from returns.

(d) When the authorized returnable product(s) is found to be worn or in damaged condition, credit will be allowed only for the usable parts.

(e) The purchaser will be notified concerning those material returned to the factory which have no salvage value and return shipping instructions or permission to scrap such items will be requested. If no instructions are received within 30 days after such notice, the material will be scrapped.

(f) Any non-standard parts, or parts manufactured to customer specification, will not be accepted for return.

(g) Any items shipped in error by Continental Pump Co. are returnable for full credit, including shipping charges, if the items are returned in re-sellable condition and the error is reported promptly. Contact the sales department for an RGA.



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Shipment delays: Shipment dates are estimates only, and all deliveries are subject to unforeseen delays caused by accidents, fires, weather, strikes, riots, government action, supplier delays or shortages and other contingencies beyond Continental's reasonable control.

Minimum Order: A minimum order of \$25.00 net will be made for shipments to any one address.

Handling Charge: Depending on what is necessary to safely and efficiently package your products, all invoices will include a minimum handling charge of \$10.00 per box, \$15.00 per pallet or \$20.00 per crate for standard shipping. If custom packaging and crates are requested the price of such will be furthered onto the purchaser.