



TUBING AND OEM PRODUCTS

TERMS AND CONDITIONS

Ver. 12-2018

CUSTOMER INFORMATION SHEET: A completely filled out Customer Information sheet and signed Terms and Conditions form is required to be on file for all non-stocking or custom product orders. No orders will be placed without having first completed this requirement.

ORDERS: Orders may be placed by mail, fax, or email. Phone-in orders are not accepted. To ensure efficient, accurate order processing, Easton part numbers are required on all PO's. All orders under \$300 will be subject to a \$35 small order charge. In addition, all orders for custom or non-standard, made-to-order products are subject to +/- 10% of the original ordered quantity.

PAYMENT TERMS:

Open Account - For open account customers (subject to an overall credit limit), standard terms are NET 30. A late fee of 1 1/2% per month will be charged on all past due invoices.

Cash in Advance - If credit terms are not extended, terms are cash in advance with a 50% down payment required for all non-standard or non-stocking product upon placing an order. Cash, Checks, Wire Transfers, and all major credit cards are all acceptable methods of payment.

INSUFFICIENT FUNDS: Returned checks will be assessed a \$20.00 return fee in addition to any applicable bank charges. Any freight charges prepaid by Easton will be charged to the customer's account.

PRICE CHANGES: While Easton makes every effort to keep price changes to a minimum, we reserve the right to change prices without notice.

LEAD TIMES: Through standardization of our products and processes, standard lead times are 4-6 weeks for most non-stock items. Orders requiring custom processing and tent-tube assembly add an additional two weeks, for a total lead time of 6-8 weeks. While Easton does their best to stay within these guidelines, lead times may exceed these guidelines due to fluctuations of plant capacity and order volumes.

SHIPPING: Purchase orders must ship freight collect and carrier information must be provided on the initial written purchase order. Easton makes every effort to ship orders complete; however, incomplete shipments can be made at the customer's discretion.

FREIGHT/OWNERSHIP: Title to merchandise shall pass to customer upon delivery of product to carrier. All freight terms are Ex Works (EXW) Salt Lake City, Utah.

ORDER CANCELLATION: Non-standard or custom products are non-cancellable and non-refundable. All order cancellation requests for standard, running line products must be made in writing. Any cancellation request received less than 15-days before the scheduled ship date will be assessed a 20% cancellation fee to cover the cost of handling.

PRODUCT RETURN: All sales are final. Any returns for standard, running line products are at the sole discretion of Easton. All return requests must have prior return authorization. Contact your account services representative for a return authorization (RA) number. RA numbers are valid for 30 days from date of issue. The RA number must be placed on the outside of the package(s). Approved returns for any reason, other than a quality or Easton error will be subject to a 20% restocking fee.

DISCREPANCIES OR DAMAGED GOODS: Discrepancies in shipments must be reported to Easton within 10 days of receipt for a claim to be filed. If there is a discrepancy between the packing slip and the products received that is not a result of the carrier's mishandling, please contact Easton's customer service department.

If Easton determines that it did not ship sufficient product, the product deficiency will be shipped free of charge, or you will be eligible for credit. Product shipped in error by Easton will be eligible for replacement or can be returned for credit.



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Damaged shipments should be brought to the attention of the carrier at the time of delivery. Should damaged or missing items be discovered at a later date, it becomes the sole responsibility of the customer to file a Concealed Damage Report and/or claim with the carrier

WARRANTY: Defective products may be returned only after receiving prior authorization. Easton's limited aluminum and tent-tube warranty is made to the manufacturers of tents using Easton tent tubing. This warranty is made solely to such tent manufacturer and does not run to the benefit of any other party, including the purchasers of the manufacturer's tents. There are no warranties that extend beyond the description of the face hereof, and this warranty is made in lieu of all other warranties, whether expressed or implied, including any warranties of fitness for a particular purpose or merchantability.

Easton unconditionally guarantees its aluminum and carbon tent tubing against defects in workmanship or materials for the lifetime of the tent. This warranty specifically covers defective materials, and manufacturing defects, improper handling, or workmanship by Easton. This warranty does not cover breakage or other failure due to normal wear and tear, abuse, negligence, or improper use or care.

The sole and exclusive remedy for breach of Easton's warranty shall be the repair and replacement of defective tent tubes. Under no circumstances shall Easton be liable for incidental or consequential damages.