

# Terms of Sale

## Order and Payment Details

### 1.Geographic coverage:

48 continuous states and DC

### 2.International Orders:

Please contact your sale representative as these sales terms listed here are only for purchases within the USA.

### 3.Discount from list:

Contact your local sales representative for discounts.

### 4.Minimum Quantity:

No minimum quantity for standard models.

### 5.Payment terms:

Upon approved credit, terms of payment are net 30 days from date of shipment. All orders are invoiced at time of shipment. Deposits of 50% of the total will be required for custom orders and those without previous credit approval (first order).

Late payments are charged a 1.5% late charge on unpaid balances, which is applied monthly until balance is paid in full, or the highest rate permitted by law plus all collection costs, including reasonable attorney's fees and expenses.

### 6.Payment Method:

Wire Transfer (default)  
For other methods please ask your representative.

### 7.Expected time of delivery

In stock orders 3-6 weeks after received order (ARO)

Custom orders 6-14 weeks ARO

\*More accurate dates given after order placement and varies according to inventory availability.

### 8.Delivery Cost:

Pre-paid freight is included in commercial list price. Residential shipping charge is \$150.00.

### 9.Expedited Delivery:

Not available

### 10.Custom delivery requirements:

Please contact ERGOBOND personnel.

### 11.Payment address:

2051 JUNCTION AVE STE 228, SAN JOSE, CA 95131

### 12.Warranty Provision:

See Warranty Terms

### 13>Returns:

No returns of goods will be accepted without written consent and shipping instructions from ERGOBOND, and the customer will be required to pay all return freight charges. A restocking fee of 30% net is applied to all authorized returns provided ERGOBOND receives goods in the condition in which they left the factory.

No credit will be given if goods cannot be reused.

### 14.Cancellations:

Purchase orders may not be changed or canceled, in whole or part, without prior written consent of ERGOBOND. Changes or revisions must be clearly indicated on the new PO and may affect delivery dates. Expenses incurred because of changes will be charged to the customer. In the event of cancellations, the customer will be liable for reasonable cancellation charges established by ERGOBOND. Orders for customized products may not be canceled. All custom orders are final and non-refundable.

### 15.Federal Tax ID:

# 82-2062156

### 16.Order Placement

Please email your PO to ERGOBOND sales (sales@ergobond.com) with the following details:

- PO issued to :  
2051 JUNCTION AVE STE 228, SAN JOSE, CA 95131, CA 95131
- Order Date
- Ship to: complete legal name, address, contact name, contact phone number.
- Authorized purchasing agent signature
- Sales Agent Number (if applicable)
- Total order including item, description, quantity, list and net price, extended price, any additional service or fees.

### 17.Wire Transfer Information:

- **Bank Name** : BANK OF AMERICA, N.A
- **Account Name** : XINADDA INC
- **Account Number** : 3250 9250 6284
- **Bank SWIFT Code** : BOFAUS3N
- **ACH Routing Number** : 121000358



## Delivery Information

Within the Continental USA, all orders are shipped from ERGOBOND's warehouse.

An anticipated shipping date will be indicated in the order confirmation. ERGOBOND is not responsible for shipping delays caused by outside sources, third-parties, or unforeseen problems. Delay in shipment caused or requested by the customer can only be approved by ERGOBOND and any resulting charges in transportation or storage will be charged to the customer.

ERGObOND is not liable for any delay, loss, damage or failure to deliver or perform due to strikes, lock-outs, or other labor or transportation difficulties, delay of supplies, accidents, fires or any event beyond the control of ERGOBOND.

ERGObOND might ship the orders once it's entirely complete or by parts.

ERGObOND reserves the right to extend the date of delivery or time of completion by a period necessary to overcome the delay in a manner it deems reasonable or cancel any purchase order.

### LIABILITY

ERGObOND is responsible for all packaging and rigid quality control and inspection before shipment. ERGOBOND's liability therefore cease at the time of shipment arrival when it is FOB destination otherwise it ceases as stated on the terms.

### FILING OF CLAIMS

Claims can be placed by emailing your representative.

Claims must be placed within 10 days after receipt of merchandise. Do not return damaged merchandise to ERGOBOND unless otherwise requested. ERGOBOND will file back the steps after revising the claims.

### FOR VISIBLE DAMAGE

1. Record the damages in wording notation and pictures if possible, on the delivery receipt and have the driver and reception person sign. Please don't reject or refuse the shipment.

2. Contact ERGOBOND immediately

3. Keep all damaged carton and interior of the packaging for inspection. These will be required when filing the claim.

### FOR CONCEALED DAMAGES

1. Open the carton within 10 days of receipt and inspect

2. Contact ERGOBOND immediately

3. Keep all damaged carton and interior of the packaging for inspection. These will be required when filing the claim.

4. Do not remove product from delivered destination, if so please inform ERGOBOND of the reason and do not move until approved.

### FOR LOSSES OR INCOMPLETE DELIVERY

1. Be sure the loss or missing item notations are made in the receipt and have the driver and reception person sign.

2. Contact ERGOBOND immediately

After a thorough investigation of the claim, ERGOBOND will contact you and provide guidance in corresponding with the carrier.

Please do not return the merchandise. They will not be accepted by ERGOBOND unless specifically authorized by ERGOBOND.

### DELIVERY METHOD

#### Commercial Delivery Dock to Dock

ERGObOND provides complementary commercial drop with any minimum order. All commercial drop includes panelized packaging for easy transportation.

ERGObOND reserves the right to choose the transportation methods unless otherwise required by the customer, if approved it might require additional charges.

### SPECIAL DELIVERY

All other requirements not stated on this term is considered special delivery requirement and will have an additional charge. Please contact ERGOBOND for more information.

## Product Information

### PRODUCT DRAWINGS

ERGObOND may provide standard or customized drawings upon request as advice. This service is free of charge, and ERGOBOND makes no representations on warranty or accuracy. It is the buyer's sole responsibility and liability for the use and/or installation of all items purchased. The buyer bears all responsibility for ensuring that the products meet the buyer's needs, expectations, and is suitable for the buyer's intended use. ERGOBOND is not responsible for the buyer's inaccurate design or furnishing of incorrect information.

### PRODUCT NON-OBSOLESCENCE POLICY

ERGObOND reserves the right to make changes in product design, or detail, and to discontinue any product or material without notice. ERGOBOND. will make good faith effort to maintain product compatibility within various generations of product platforms.

### CUSTOM ITEMS

Custom items cannot be canceled or returned. Please check carefully all the details before confirmation of the orders.