

# TERMS AND CONDITIONS

## ORDERS

All orders are subject to written acceptance by Shur-Co® of Canada, ULC, 490 Elgin Street, Unit #2, Brantford, ON N3S 7P8. We are required by law to collect sales tax and FET taxes on products shipped to states where applicable. If tax exempt, a copy of your tax exempt certificate must accompany your order.

## EXPEDITE/CANCELLATION/CHANGE FEES

In-stock parts orders placed by 10:00 a.m. (Central Time) normally ship the same day. (This varies with quantity/size of the order.) Standard lead time on tarps and hardware kits is generally five (5) to seven (7) working days; however, if you request that your order of tarps, hardware kits and/or complete tarp systems be expedited earlier than the normal lead time, there will be an extra charge of \$25. This fee is in addition to shipping and handling charges. Any change will generate an additional charge of \$25, and a cancellation will generate a 15% re-stocking fee. Lastly, once an order is in production, no changes can be made – it is then considered final. **Remember – we have no control over delivery dates – only ship dates.**

## SHIPPING

All orders are shipped FOB from Shur-Co®, LLC, Yankton, SD; Caldwell, ID; Fort Dodge, IA; Decatur, IL; Ravenna, OH; West Fargo, ND; Brantford, Ontario, Canada. No full freight will be allowed and no pre-paid shipment will be accepted unless quoted and approved in writing prior to acceptance of order. All shipments are made by the most reasonable means in accordance with size and weight of order, unless specific routing instructions are furnished by customer. Shipments are made daily via UPS and common carrier. Claims for shortages must be made within 10 days. All claims for damages or loss in transit must be made with the carrier. No collect calls will be accepted. To ensure delivery of orders, we need your full street address and phone number. When you receive your shipment, examine it carefully. Be sure that all cartons listed on the delivery sheet are present and accounted for. Large items, like steel tubing, may be packaged separately. If a carton is damaged, open it and inspect contents before signing for delivery. If merchandise is damaged, describe damage on delivery receipt. Failure on your part to document damaged or missing merchandise on delivery receipt releases carrier of liability; repair or replacement will be the customer's responsibility.

## CREDIT TERMS

Shipments are made on a cash basis – no CODs. We accept VISA, MasterCard, wire (electronic) transfer and checks by mail. If paying by mail, orders will not ship until the check is in the bank.

## WARRANTY

We warrant that all new products are free from defects in materials and workmanship.\* Warranty is effective if products are properly installed and used for the purpose for which they were intended and applies to the original buyer only. Except as set forth above or as set forth in any product-specific warranty documentation, we make no other warranties

## WARRANTY Continued

express or implied, including, but not limited to, warranties of merchantability or fitness for a particular use.

Returns for warranty must be accompanied by a Return Merchandise Authorization number (RMA#), obtained by calling Customer Service at 800.265.0823, and sent, with freight paid by us, to Shur-Co® of Canada, ULC, 490 Elgin Street, Unit #2, Brantford, ON N3S 7P8. All products returned without an RMA# will be refused. When we issue the RMA#, we will also issue a call tag to have UPS (or other freight company) pick up the product. COD warranty returns will not be accepted. We will pay no storage charges for a warranty product return prior to pickup by us or the freight company. If a warranty product return is scheduled to be picked up by us, we will do so at our earliest convenience.

If the product returned is found, in our judgment, to be defective in material or workmanship, our obligation under this warranty is limited to repair or replacement of the product, which will be made by us. Repair or replacement will be at our discretion, with replacements being made using current products performing the equivalent function. Labor charges other than those incurred at our factory or company-owned service location (see back cover for list of facilities), including, but not limited to, any labor to install a repaired or replacement product, are not covered under this warranty. All expenses associated with delivering defective products to our factory and delivering repaired or replacement products from our factory to the owner will be paid by us.

If the product returned is found, in our judgment, to be non-warrantable, the owner will be contacted to authorize repair, the purchase of a replacement product or return of the product, all of which will be at the owner's expense. Payment authorization must be received by us before any non-warrantable product is repaired, replaced or returned. All expenses associated with delivering the repaired non-warrantable product, a replacement product or the non-warrantable product from our factory to the owner will be paid by the owner.

In no event will we be liable for damages of any kind to person, product or property, including, but not limited to, indirect, incidental, special, consequential or punitive damages, or damages for loss of profits or revenue, even if we have been advised of the possibility of such damages. There are no warranties for used products or products that have been repaired, altered, modified or subjected to misuse, negligence or accident. We will not repair or replace products that fail or malfunction due to ordinary wear and tear, except as expressly provided in a product-specific warranty. The use of non-Shur-Co®, LLC parts in conjunction with our products will void the product warranty.

\*Certain products have specific warranties that differ from this warranty, i.e. motors and electronics. Product-specific warranty documentation is available. In the event of a conflict between this warranty and a product-specific one, the product-specific warranty will govern. SEE A COMPLETE LISTING OF SHUR-CO®, LLC WARRANTIES ON OUR WEBSITE: <https://www.shurco.com/support/warranties>.

## RETURN POLICY

All sales are final. See WARRANTY section at left and above for information on warranty returns.

NOTE: No person is authorized to modify the foregoing conditions of sale whatsoever. All prices, product listings, sizes, weights and manufacturing details in this catalog are subject to change without notice.

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