

POOL & ELECTRICAL PRODUCTS
TERMS AND CONDITIONS

STANDARD TERMS

Our standard terms are NET 30. This means the invoices are due 30 days from the invoice date. To avoid a past due credit history, pay within 25 days from closing date. COD means items are paid for at time of purchase.

OVER CREDIT LIMIT CREDIT CUSTOMERS ONLY

Your account has been set at the credit limit that we feel is appropriate according to the information given on the credit application. If you exceed your credit limit, you will need to pay for material as C.O.D. until we can review your credit application in order for us to further extend your credit.

PAST DUE ACCOUNTS

Accounts that become past due are subject to a service charge of 2% per month, or at seller's option, up to a maximum rate permitted by law. Payments are credited first to unpaid late charges and second to the oldest outstanding balance. Pool & Electrical Products reserves the right not to extend further credit to accounts that are not current with the terms. It is important that you make your payments in a timely manner to ensure that your credit history is not affected in any way.

All accounts that become past due (past 30 days) will automatically go on "CREDIT HOLD."

The account becomes a C.O.D. account, until payment arrangements are made. No further credit will be extended until balance is paid in full. If you should incur any financial difficulties at any time, please make us aware right away so that we may come to some type of financial payment agreement. Applicant does hereby grant Seller a security interest in the products until such time as Seller is fully paid. If applicant is in default for non-payment, then in addition to other remedies, applicant agrees to reimburse Pool & Electrical Products, all costs of collections, including reasonable attorney's fees and court costs

RETURN CHECKS

There will be a \$55.00 service fee for any returned checks from the banks. Our agency, without further notice, or Pool & Electrical Products may deposit any returned check electronically.

AUTHORIZED TO CHARGE ON ACCOUNT

Notification authorized purchasers to charge on your account must be done in writing and submitted to PEP. If your company requires a P.O. to be used, please be sure to note that information. Pool & Electrical Products has the right to refuse to sell product to anyone who is not authorized on your account.

SPECIAL ORDERS

All "Special Orders" are "NON-CANCELLABLE, NON-RETURNABLE, NON-REFUNDABLE".

NON-STOCKED ITEMS

Non-stocked items are subject to our Special Order conditions as stated above. Non-stocked items brought into a branch for a customer and then refused by the customer is subject to a 25% restocking fee and your deposit is non-refundable.

CREDITS/RETURNS

All returns are subject to a restocking fee and/or handling fee. All material must be in saleable condition.

SHIPMENT INSPECTION

It is the customer's responsibility to inspect the shipment when received prior to signing for it. I.e. UPS, FEDEX, USPS and freight carriers. If you received a damaged shipment upon inspection, you need to refuse the shipment to the carrier prior to signing for the shipment.

When you refuse the shipment to the carrier, you must notify Pool & Electrical Products. By signing for the shipment, you the customer are accepting responsibility for that shipment and it was received in good condition.

DAMAGE CLAIMS

All claims must be reported to Pool & Electrical Products within three (3) days of refusing the product.

WARRANTY

The applicant's sole and exclusive warranty, if any, is that provided by the Product's Manufacturer. SELLER MAKES NO EXPRESSED OR IMPLIED WARRANTIES. SELLER HEREBY DISCLAIMS ALL EXPRESSED OR IMPLIED WARRANTIES, WHETHER IMPLIED BY OPERATION OR LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY AND FITNESS OR FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES, WILL SELLER BE LIABLE FOR INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND.