

Terms and Conditions

Pricing

Call us toll free at 800/826-8302 for current pricing. Because we stock products from hundreds of manufacturers, it is not practical to publish prices; they inevitably go out of date before our catalog expires.

Price Policy

Prices are FOB Marshfield, WI, unless we specify otherwise. Buyers must pay all applicable taxes, duties, tariffs, as well as transportation, insurance, handling, and packing charges. In most cases, these will be added directly to your Nelson-Jameson invoice. Please consult with our billing department regarding exemption certificates and payment of use taxes.

No Minimum Order Requirement

So that we can quickly meet your emergency needs, Nelson-Jameson has no minimum order requirement. We trust that you will attempt to avoid uneconomically small orders except in emergencies.

Hours

Phone orders call **800/826-8302**: 7 a.m. to 5 p.m. Central Time, Monday through Friday. Fax orders to **800/472-0840**: 24 hours/day.

Payment Terms

Regular payment terms are net 30 days to customers with open account status. Past due accounts are subject to a finance charge of 1.5% per month (18% per annum).

New Accounts

Nelson-Jameson is a business-to-business seller serving food processors. To open a new account, call our customer service department. The application which we provide requests four trade references and a bank reference. Customers with satisfactory Dun & Bradstreet ratings are given open account status on their first order. Prior to establishment of an open account, we can ship COD or prepaid orders (we accept VISA, MasterCard and American Express).

Specifications

Product specifications – including USDA, OSHA, FDA and other regulatory approvals – are subject to change without notice. Please ask for and read current specifications before placing your order. Customers are expected to make their own determination of product suitability for their application and of compliance with laws and rules of governmental agencies.

Sales Tax

Sales tax is assessed as accurately as possible in the states where we are registered to collect and remit the tax. It is the responsibility of the customer to remit any sales tax due on transactions when not assessed by Nelson-Jameson.

Special Orders

For more than 50 years, we have provided food processors with hard-to-find items. If you need an item not listed in this catalog, call one of our product specialist for assistance. Delivery time, minimums and return policy will vary on special orders.

Warranty

Products not manufactured, assembled, modified or combined by Nelson-Jameson are warranted only to the extent of the warranties we receive from our supplier.

Products *manufactured or assembled by Nelson-Jameson* are warranted only to conform to their currently published specifications or those specifications agreed to in writing at or prior to the time of sale.

Products modified or combined by Nelson-Jameson at the request of the buyer are warranted only to conform with specifications agreed to in writing at or prior to the time of sale. No employee or agent of Nelson-Jameson has authority to create for it any other obligation or liability with respect to products or services it sells.

Repair, replacement or refund of the purchase price of products not meeting the specifications is the exclusive remedy under this warranty or any implied warranty. Nelson-Jameson shall not be liable for incidental or consequential damages resulting from breach of any express or implied warranty.

EXCEPT FOR SUCH WARRANTY AS NELSON-JAMESON MAY RECEIVE FROM ITS SUPPLIER, THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Warranty claims against a product must be submitted to Nelson-Jameson within 6 months of its sale.

Shipping Information

Most items are shipped the same day if ordered before 2 p.m. Central Time. We will use our best judgment to route your order, unless you give us specific instructions otherwise. Most orders are shipped via FedEx, UPS, or other carriers, and insured. Our traffic manager will be happy to discuss optional shipping methods if you need faster service. In some areas, Nelson-Jameson's own trucks are a prompt, cost-effective delivery method.

Hazardous materials are restricted by DOT and other carriers within some air and ground service classifications. Please consult with us to determine the most cost-effective method to safely ship your orders of hazardous materials.

Temperature-sensitive products are shipped early in the week, if temperatures are extreme, to avoid transit on weekends. If you do require us to ship these products when there is danger of damage by cold or heat, we will use insulated containers and/or select qualified carriers. Cost of special handling, packing, and transporting will be charged to the customer.

Returns

Stock merchandise, with certain exceptions, may be returned for full credit at any time within 60 days of purchase. It must be

returned prepaid and received in saleable condition. Exceptions include food ingredients; laboratory standards; and temperature-sensitive, hazardous, or dated materials; these are considered on a case-by-case basis. Other returns may be refused or subjected to a minimum of 15% restocking charge.

To return any merchandise, call us for shipping instructions and a Returned Goods Authorization (RGA) number. Please provide company name and location, pertinent information about the order, and the reason for requesting the return. The RGA number will be your authorization to return the merchandise. Credit may be issued following receipt and inspection of returned merchandise.

Product defects and our shipping errors will be promptly corrected at no cost to customers. Full credit will be issued for defective or incorrect merchandise which you return, as well as shipping and related charges.

Damaged or Lost Shipments

Orders are carefully packed for shipment. In case of damage, you must keep the original carton, packing material and damaged merchandise intact. Call the carrier whether UPS or a truck line at once for an inspection. Then call us so that we can promptly make a replacement shipment, if necessary, and further assist with the claim. The carrier is responsible for damage in transit; but you, the recipient, must initiate any claim.

With truck shipments, you must note any visible damage on the freight bill and always sign "Subject to inspection for hidden damage". If hidden damage is found, call the carrier back to inspect it immediately. Unfortunately, you have no recourse without their inspection report.

Overdue or lost shipments can be traced whether shipped by LTL, FedEx, or UPS just call us for assistance.

Questions, Comments, or Complaints

If you have questions, comments, or complaints, simply let us know. Call us toll-free about Nelson-Jameson products, service, prices, credit policies, sales tax charges, shipping, your invoice or anything else of concern to you. Our customer service staff will obtain an answer for you or will route your concerns to the appropriate department. If you feel we are not being responsive to your needs, please call our customer service supervisor. Our main concern is your total satisfaction.

You may call, fax, e-mail, write, or visit us at:

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