



P.O. Box 165
Bourbon, IN 46504
574-342-0700
574-342-0710

Terms & Conditions of Sale

Prices: Prices are subject to change without notice. All orders will be invoiced at the price in effect at the time of shipment. All previous price sheets void.

Delivery & Shipment: Unless otherwise specified upon delivery of materials FOB NiCorr's plant, all risk of loss, damage and other incidents of ownership shall immediately pass to the buyer, but title to materials will be retained by NiCorr as security for buyer's performance until payment in full is received.

Freight Charge: All delivered orders are subject to freight charge based on delivery location and distance from NiCorr's Plant.

Packaging and Crating Charge: All Niff-Loc orders are subject to packaging and crating charge based on size of order.

Payment: Cash on delivery (COD) sales are net with NiCorr holding the option of requiring cash or certified check, if it becomes necessary in our judgment.

*Open account sales have payment terms of net 30 days unless otherwise stipulated.

*All invoices will be dated the day of shipment.

*A finance charge of 2% per month after 30 days from the date of the invoice.

*If the invoice is not paid when due, or it becomes necessary to enforce these terms and conditions, purchaser agrees to pay all costs of the collection and enforcement including attorney's fees, whether incurred in or out of court on appeal in arbitration, in bankruptcy court, or in any insolvency proceedings.

Credit Card Payment: When paying by credit card NiCorr will charge as follows, if we have your CC in hand there will be a fee of 1.67% charged on the order. If you use it over the phone it is a fee of 3% charged on the order.

Delay: NiCorr shall be excused for any delay in performance due to acts of God, war, riot embargoes, acts of civil or military authorities, fires, floods, accidents and quarantine restriction, mill conditions, differences with workmen, delays in transportation, shortage of material, fuel, or labor, or any circumstance or cause beyond the control of NiCorr in the reasonable conduct of its business.

Taxes: These prices do not include sales, transportation, or other similar taxes present in the future.

Claims: Claims must be made upon receipt of goods. Our responsibility ceases as soon as goods are loaded FOB our warehouse or, if delivered by us, at destination point. All hidden damage claims must be made within 5 days from receipt of shipment with the delivering carrier.

Returned Merchandise: Merchandise to be returned must have a RGA # issued by NiCorr staff prior to being returned to the factory freight prepaid and will be subject to a 25% re-stocking fee. Special orders are not returnable.

Damaged Goods: If goods are damaged in transit, the transportation company's agent (usually the truck driver making the delivery) must write on the freight bill he or she gives you, full exception covering bad order packages. If there is any shortage, the same must be noted on the freight bill by the agent at the time of delivery. He or She is required to do these things if requested. It is your responsibility to see that these notations are made.

For both visible and concealed damage it is your responsibility to contact the delivering transportation company, or their agent. You must request them in writing to make an inspection and to furnish you with their inspection report covering complete damage sustained. This request should be made as soon as the full nature of any damage is ascertained. The inspection must be made and completed within 15 days of receipt of goods. All freight bills rendered by the truck driver should be signed "subject to inspection for concealed damage."

Any claims which you may have must be handled as outlined above. We cannot accept the return of any merchandise unless such return is authorized by us and a returned material number is given.