

Sales Terms and Conditions (eff. 8/1/22)

PRICING - All prices quoted are USD Net. Prices are subject to change without notice. Prices in U.S. Dollars only.

MINIMUM BILLING - All shipments require a \$35.00 USD net value of order.

DISCOUNTS - Contact our sales department for obtaining your correct discount, if any.

EXPEDITED DELIVERY - An expedite fee of 15% of the order value may apply, contact Branham sales for expedited delivery options and fees.

CREDIT TERMS - W.C. Branham Inc. approved payment terms of Net 30 days, from date of invoice, are extended to customers in good credit standing. All shipments to be placed on credit hold if open invoices become 60 days past due. Major Credit Cards accepted. A 3% service fee will apply for U.S. statement billing addresses. A 4% service fee applies for Canada and International statement billing addresses.

WIRE TRANSFER FEE - A \$40.00 USD wire transfer fee is automatically added to your quotation or invoice, if applicable.

DELIVERY - All shipments FOB our plant, River Falls, Wisconsin USA, unless agreed upon in advance of shipment. UPS charges will be prepaid and added to invoice. All truck shipments will be sent freight collect, unless other arrangements are made prior to shipment. A nominal packaging charge will be added to all invoices, regardless of UPS collect, consignee or recipient billing. Packaging charge is determined by product type, weight and length.

QUOTED SHIPPING SCHEDULES - All quoted shipping dates by W.C. Branham Inc. are estimated. Branham shall not be liable for damage resulting of delay beyond reasonable control including without limitation an act of Nature, God, Purchaser, Embargo, Government Regulation or Act; Fire, Accident, Strike, Slow Down, War, Riot, Flood or delay in transportation and inability to obtain materials. Acceptance by Purchaser when goods are delivered waives all claims for damages caused by any such delays.

CANCELLATION AND CHANGES - Branham products are made-to-order. As such, any cancellation request by Purchaser for an order received and accepted by Branham after 48 hours is; subject to a minimum cancellation fee of 50% of original order value that is greater than \$200.00 USD and non-cancellable if order has a value less than \$200.00 USD. The order will be shipped, invoiced and charged to Purchaser. Purchaser agrees to accept shipment and payment responsibility. Exceptions; any RUSH order already built and cancelled within 24 hours will be shipped, invoiced and charged to the Purchaser. Purchaser agrees to accept shipment and payment responsibility. Any order that is deemed "Special, Custom Engineered, Non-Standard" is subject to a minimum cancellation

fee of 50% of original order value that is greater than \$200.00 USD and non-cancellable if order has a value less than \$200.00 USD. The order is non-cancellable when manufacturing commences. Purchaser agrees to accept shipment and payment responsibility. Any changes to order quantities after 48 hours of receipt of purchase order and accepted by Branham is subject to price change. All order cancellations and/or changes must be accepted in writing by Branham.

SHORTAGES OR DAMAGED GOODS CLAIMS - W.C. Branham Inc. uses great care in crating and boxing of its' products. Claims for shortages must be made within fifteen (15) working days from receipt of order. Shipments are FOB our plant, unless otherwise specified on quotation. Claims for damages or loss in transport must be settled between consignee and the carrier. Branham is not responsible for damages or loss but will assist the customer in settling any claim with the carrier.

RETURNED GOODS - All returns must have a Return Goods Authorization (RGA) number assigned in advance from the factory, prior to returning. Returned goods must be shipped back to the factory FREIGHT PREPAID, otherwise shipments will be rejected. A minimum 50% restocking charge will apply to all returned product that is determined to be new and unused based on factory inspection. Product must be returned within ninety (90) days of original shipment date of order.

WARRANTY - W.C. Branham Inc. warrants its products against defects in workmanship and materials for one year, commencing from the date of shipment. This warranty is limited to repairs or replacement at seller's option. No obligation is assumed for the repair or replacement of any product rendered defective through normal wear, improper handling or applied beyond the catalog specifications. The warranty shall not apply to product not manufactured by W.C. Branham Inc. nor shall the warranty apply to products repaired or altered by parties other than W.C. Branham Inc.

CONSEQUENTIAL DAMAGE - W.C. Branham Inc. shall not, under any circumstance be held liable for consequential damages.

CHANGES TO TERMS AND CONDITIONS - All Terms and Conditions here within shall be changed at any time and W.C. Branham Inc. shall not be held liable for any interim changes. All special requests; notices, approvals, consents, request for demands required or permitted to be given under these Terms shall be in writing and shall be deemed sufficiently given when deposited in the mail, registered or certified, postage prepaid, and addressed to the party entitled to receive such notice at the address designated herein; W.C. Branham Inc., Office of the Controller, 398 Troy Street, River Falls, WI 54022.