



## Terms & Conditions

**Assembly and Engineering:** Assembly, installation, and alterations to the building, plumbing, or electrical is not included unless clearly noted on quote and order acknowledgement. Customer is responsible for all engineering calculations and architectural drawings unless clearly noted on quote and order acknowledgement.

**Permits:** Any and all permits are the responsibility of the customer and not Material Handling Systems, Inc. (dba: Sacramento Rack and Shelving, Napa Rack and Shelving or Central Valley Rack and Shelving) unless clearly noted on quote and/or order acknowledgement.

**Returns:** Returns will be accepted only with prior written authorization. All returns will be subject to a minimum 20% re-stocking charge and freight costs. Pre-owned/ surplus equipment is returned for pre-owned merchandise credit only.

**Freight Charges:** Freight charges are not included unless stated (partial shipments require full payment).

**Suitability of Equipment:** Customer is responsible for the final determination on the suitability of the equipment for their needs.

**Condition of Equipment:** We describe our used equipment as accurately as possible. All equipment is available for viewing in person at our facility, or via digital pictures upon request. The customer is responsible for final determination of the condition/ suitability of the equipment. Although every attempt has been made to ensure the accuracy of our quotes and descriptions, MHS is not responsible for typographical errors. Specifications/ prices are subject to change without notice.

**Capacities:** MHS does not provide written or verbal acknowledgement of weight capacities on any used/ surplus equipment and the customer agrees to seek out the manufacturer or visit their website to acquire such information as it relates to new product weight capacities. Customer may also hire an engineer to calculate such capacities. It is also the responsibility of the customer to attach load capacity signage to each rack prior to use.

**No Warranties: Disclaimer: Limitation of Liability:** Unless otherwise specifically set forth on the sales order or herein to the contrary. The goods are sold by MHS, Inc. to Buyer "AS IS WHERE IS" with all faults. Seller makes no express, oral, written, or implied warranties of any kind whatsoever, including, but not limited to, warranties of merchantability and fitness for a particular purpose or any other matter. Seller shall not be liable in event for any special incidental and/or consequential damages or expenses of any kind, including, but not limited to, lost profits or revenue. No employee or agent of MHS has the authority to make any representation or warranty with respect to goods sold hereunder. It is the responsibility of Buyer (and not MHS) to determine the suitability of the goods for their intended use or fitness for any particular purpose.

**Assignment of Warranty:** If the goods sold hereby are new, MHS makes no warranty of any kind or nature with respect to the same as set forth above, but does hereby assign, convey, transfer, and deliver to Buyer all of MHS's right, title and interest in and to any such warranty made by the Manufacturer(s) of the goods sold hereby to the entire extent that any such warranty(ies) is/are extended to MHS, by the manufacturer thereof.

**No Cancellations:** Orders are not subject to cancellation, except with the written consent of MHS, which needs to be given.

**Returned Goods:** Goods purchased may not be returned without written permission from MHS; a restocking fee of 20% will be applied to all returned material. Therefore, only merchandise credit (valid for one hundred and eighty (180) days) will be issued to Buyer.

**Refused Goods:** Orders refused by Buyer will be subject to a restocking fee of 20%, costs of labor, and return freight charges.

**F.O.B. Point:** MHS goods sold hereunder shall be delivered F.O.B. its shipping point and shall be at the risk of Buyer from the time the goods are delivered to the carrier by MHS at the point of shipment (ASI facility), unless other delivery terms and/or conditions are specifically stipulated by MHS and Buyer herein. MHS will assume no responsibility for any loss caused by non-delivery at a specific time or date.

**Damage in Transit:** For your protection, Buyer should examine each shipment carefully to determine if there is any evidence of damage or shortage in transit. Buyer should insist that delivering carrier make appropriate notation on the freight bill before Buyer signs it. If concealed damage is discovered after receipt of shipment, Buyer should immediately notify the carrier, requesting an inspection report to support any claim Buyer may have. Any claim for damages or shortage in transit must be filed with the delivering carrier. MHS will not accept returns of merchandise damaged in transit. Buyer's recourse is with the delivering carrier.

**Past Due Accounts:** All accounts, if not paid when due, are subject to a 2.8% per month carrying charge until paid in full.

**Other Charges:** Customer agrees to a weekly retention fee for orders that are not picked up or shipped upon written notification of completion.

**Indemnification:** Seller shall not be liable to Buyer for, and Buyer shall defend, indemnify and hold seller harmless from all liability, claim, loss, damage or expense of any kind or nature including, but not limited to, Attorney's fees, caused or allegedly caused, directly or indirectly by (a) the possession, use or performance of the goods by Buyer, (b) any interruption or loss or service, use or performance of the goods, (c) any loss of business or profits or any special incidental or consequential damages, even if the Seller shall have knowledge of the possibility of such potential loss or damage, (d) damage to the goods or other property under any theory, and (d) injuries to persons occurring due to the acts of negligence of Buyer and/or any third parties governing law. This agreement shall be governed by the laws of the state of Rhode Island and the parties consent that all controversies are subject to the exclusive jurisdiction and venue of the State of California courts. The buyer expressly agrees to pay all costs and reasonable attorneys' fees of MHS in connection with any legal action brought by or against MHS to either enforce or successfully defend the terms of the Agreement.

**Costs of Collection:** In the event that all or any part of the amount due hereunder is not paid, as required, all costs of collection of the same (including Attorney fees and costs of litigation) incurred by MHS shall be paid by Buyer to MHS.

**Governing Law:** The validity, interpretation and legal effects of all contracts, agreements and sales/purchase orders shall be governed by, and the rights and liabilities of the parties thereto shall be determined in accordance with, the laws of the State of California, and, for the purpose of resolving any issue pertaining to conflicts of laws, all acts to be performed and/or observed thereunder shall be deemed to be fully and solely performed and/or observed within the State of California.

**Electronic Communications:** When you visit RackandShelving.com, SacramentoRack.com or send e-mails to us, you are communicating with MHS electronically. You consent to receive communications from MHS electronically. We will communicate with you by e-mail or by posting notices on the site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.