

# Terms and Conditions of Sale

## Freight

Prices listed do not include freight. All items are F.O.B. plant of manufacture. Ground shipping is standard within the continental United States. Contact your Customer Service Representative for alternate methods of shipment.

## Sales/Use Taxes

Prices are subject to taxes assessed by the state, county, city, or other taxing authority at place of delivery. We must have a sales tax exemption certificate on file for resale customers for each state to which product will be shipped.

## Payment Terms

Net 30 days upon established credit. When no credit has been established, a deposit of 50% is required with your order and balance will be shipped C.O.D. Matthews also accepts VISA or Mastercard payments. Contact your representative for details.

## Order Information and Acknowledgement

Matthews' acknowledgement form will govern the transaction. Customer's acceptance will be considered final and binding, unless notification otherwise is given within five days of order acknowledgement date.

Orders with missing or incorrect information will be scheduled for production upon receipt of correct and complete information or approved drawings.

Orders held unentered for over 90 days due to lack of information or drawings for approval not returned within 90 days will be considered cancelled and subject to cancellation charges of 15% of the quoted product price for drawings.

## Order Changes and Cancellations

All changes and cancellations on previously acknowledged orders must be first phoned in to us and then followed up in writing within 24 hours.

If we have followed your specifications and you require a change, you may incur additional costs. Customers will be advised of additional costs before changes are made.

Cancellations are subject to all labor and material charges up to the time of cancellation.

## Delivery

In general, orders are scheduled for 3 weeks. For orders with multiple pieces, pattern work and special finishing, additional production time may be required. However, rush orders will be accommodated, depending upon size of order and finishing specifications. If air shipment is required, customer will be responsible for air freight charges, provided the order ships by the agreed upon date. Please contact us for more information and your delivery requirements.

## Quick Ship – 5-Day or 10-Day Deliveries

Only items listed as standard products in the price list qualify for this program. **This excludes orders with special modeling or patterns, drawings for approval, chrome**

**plating, special artwork, wood mounts, special paints and/or hardware.**

Orders for a 5-Day Quick Ship will be charged a 100% rush charge with a minimum charge of \$600 per piece. Orders for a 10-Day Quick Ship will be charged a 50% rush charge with a minimum charge of \$400 per piece.

If the delivery commitment is missed the premium charge will be removed and Matthews will pay all next day shipment charges. Please contact your Customer Service Representative for more information and with your delivery requirements.

## Transit Claims

Upon receipt of shipment, the customer must inspect for damage or shortage. Claims for damage, concealed or otherwise, must be reported to the carrier and Matthews within 5 days from receipt of merchandise. If damaged goods are received, it is important to retain the product, cartons, and packing material in the exact condition as delivered until an inspector arrives and completes a damage report.

## Material Acceptance

All claims for defects, errors, or shortage must be reported to Matthews within 5 days after delivery. Failure to do so shall constitute acceptance and a waiver of any defects, errors, or shortages.

## Returned Goods

Return of material is not allowed without prior verbal or written authorization by a Matthews Customer Service Representative.

## Warranty

Matthews warrants its products to be free from defects in craftsmanship and materials for life. The warranty on coatings is 1 year. Our warranty is extended only to purchasers acquiring the product directly from Matthews or its authorized dealers. Matthews' obligation is limited to repair or replacement, at our option, F.O.B. Matthews plant. No other warranty expressed or implied is granted. Matthews is not liable for any incidental or consequential damages associated with use, removal or reinstallation.

## Mounting Templates for Cast or Cut Letters Only

It is the responsibility of the customer and installer to verify the accuracy of spelling, spacing, and positioning of letters shown on mounting templates prior to installation. Matthews assumes no liability for incorrect placement of letters on wall surface or fit of letters in the dimensions of available space. **Matthews will not be responsible for any costs associated with improper installations.**

## Artwork

Customer supplied artwork must be process-ready without requiring manual or digital touch-up. A price for artwork adjustment or clean-up will be quoted as an additional charge. Artwork will not be returned unless arranged at the time order is placed.