

# Terms And Conditions

## QUOTE BY PHONE

1-800-350-4127 (Outside Northern California)  
1-650-593-4127 (Northern California)

## QUOTE/ORDERING BY E-MAIL

MAIL@BNIND.COM (Ready 24 hours a day)

## CUSTOMER SERVICE

Customer service is available 8:00 am to 5:00 pm (PST) Mon. – Thurs. and 8:00 am to 12:00 pm on Fri. to answer your inquiries regarding products, quotes or orders.

## WARRANTY

We fully support the quality of our product. If there are any manufacturing defects within a year of delivery, please contact our Customer Service Department by phone or e-mail for assistance.

## PRODUCT WARRANTY LIMITATIONS

The Customer is purchasing the fixtures in an “as-is” condition, unless otherwise reported to the Company pursuant to [the inspection provision in the contract], as of the date of delivery and specifically and expressly without any warranties, representations or guarantees, either expressed or implied, except as set forth below, as to its condition, fitness for any particular purpose, merchantability, or any other warranty of any kind, nature or type whatsoever from or on behalf of the seller. The Company hereby warrants to the Customer and its successors and assigns that the product supplied to the Customer is constructed only for the use and purposes contemplated by the Customer set forth in the contract; and the Company, immediately prior to the delivery of the product had good and lawful right to sell the product, and that there is hereby conveyed to the Customer on the date of delivery, good title to the product, free and clear of all liens, claims, encumbrances and rights of others.

## WEBSITE / PRINTED MATERIALS

The copy has been reviewed to present information as accurately as possible. If an error is found in description or pricing, or the item has been discontinued, yet not updated, B+N reserves the right to correct it at the time it was discovered.

## PRODUCT OFFERINGS AND MATERIAL FINISHES ARE SUBJECT TO CHANGE AT ANY TIME.

## ORDER SHIPMENTS ESTIMATES

Orders in stock will ship via ground in 2 – 5 days, unless another service level is requested by the customer.

## BACK ORDERS

Unless otherwise noted, back orders will ship when they are back in stock at our facility. Your Sales Administrator will keep you advised on the status of all back orders.

## BLANKET ORDERS

Blanket orders are subject to a unique set of Terms & Conditions defined at the time of order placement.

## MINIMUM ORDER REQUIREMENTS

\$500 threshold must be reached to place an order.

## STORAGE

Storage fees will be assessed after 30 days for all materials that were scheduled to ship but were delayed for customer related reasons at no fault to B&N Industries. Fees will be assessed weekly at \$500 or 5% of the total order, whichever is greater. If an order is paid in full, then the storage fees must be cleared prior to shipment. If an order is partially paid for, then the remaining balance on the order plus storage fees must be paid prior to shipment.

## CANCELLATION AND RETURN ITEMS

1. Stock items must be returned within 30 days, in re-sellable condition. Return of stock items may incur a 25% re-stocking fee. Freight charges on returns are the customer's responsibility. A return authorization is required for all returns. Items returned without the proper authorization will not be accepted. B+N assumes no liability for customer returns which arrive damaged due to shipment transportation.
2. Non-stock items purchased may not be returned.
3. Prepaid material that remains beyond the 30-day original delivery schedule prior to cancellation will also be subject to storage fees.

## FREIGHT AND MULTIPLE SHIPMENTS

1. The following will result in additional charges unless otherwise stated on your quotation:
  - Shipments to multiple destinations or split shipments to the same location.
  - Customer requesting custom packaging (includes breakout into multiple packages) and shipped to one location.
2. Collect or 3rd Party Billing shipments are the responsibility of the freight payer.
3. Freight quotations are subject to re-quote at any time prior to the order being placed or at time of shipment if shipment is delayed.
4. Customer is responsible to arrange and pay for International freight, as quotes are for transportation only. Freight quotes provided by B&N do not include the broker, customs duties, fees or taxes. That is the responsibility of the customer to obtain and pay directly to the source. Broker information must be provided prior to shipping.
5. Weights and measurements may change due to changes in suppliers and/or packaging.
6. B&N is unable to guarantee delivery times or dates. Delivery times and dates are the

responsibility of the shipping agent.

7. Regarding split shipments: On occasion, an order may ship from multiple locations based on availability.

## PRODUCT DISCREPANCIES AND DAMAGES VIA SHIPMENT

1. Customer must inspect items upon delivery for damage or discrepancy. Please refer to B&N's Delivery Shipper Checklist Info document for terms.

The Delivery Checklist can be found here:

<https://www.bnind.com/resources/technical-data>

2. B+N accepts no liability for damage incurred during shipping. Any damage found at time of delivery must be noted by customer on delivery receipt and signed/initialed by driver. Customer is to retain all packaging with damaged items for an on-site inspection by carrier.
3. For damage on 3rd party or collect shipments, the customer is responsible for filing the claim with the carrier for financial reimbursement.
4. If any product arrives in damaged condition, a freight claim must be filed with the delivering carrier. Retain packing material and note on the Bill of Lading “DAMAGED”. Our Customer Service Department will assist you with any questions regarding filing a freight claim.
5. All claims regarding shortages and freight damages must be presented WITHIN 7 DAYS of receiving the shipment.

## PAYMENT METHODS AND TERMS

ACH, Wire, and Company Checks  
· Banking information can be provided upon request for electronic payment options

Credit Cards (subject to 2.5% processing fee)  
· We accept VISA, MASTERCARD, AMERICAN EXPRESS.

1. Payment is due in full prior to shipping of product for all PREPAID ACCOUNTS. We do not ship COD. For payments made by check or bank transfer, the order will be processed upon receipt and approval of check or receipt of funds.
2. Consideration for establishing terms requires a combined order amount of \$1,000,000+.
3. Approved repeat customers may qualify for NET terms at B&N's discretion if sufficient volume is reached. A credit application must be completed with the necessary references. Please allow 2-3 weeks for processing. All custom orders outside of a standard project scope will continue to require a 50% deposit.

## SALES TAX

Due to the Wayfair vs South Dakota ruling all orders are subject to sales tax in the state that the material is delivered to unless a valid resale certificate is provided. Due to uncertain Economic Nexus requirements sales tax can be added to any order after a quote has been provided.

1. Taxable orders paid for by the customer and will-called at our California facility are taxed at the current rate for San Mateo County.

## PROTOTYPES, DRAWINGS, TOOLING, AND FIXTURES

1. Drawings provided by B+N are the exclusive property of B+N Industries, Inc.
2. Prototypes made from drawings that are not detailed and approved by B+N Industries, Inc., or have been supplied via verbal instruction from the customer, are subject to the interpretation of B+N Industries, Inc.
3. Tooling dies and fixtures made and used exclusively for a job or customer, remain the property of B+N Industries, Inc., unless otherwise established.

## PHOTOGRAPHY OF COMPLETED PROJECTS

B+N Industries, Inc. reserves the right to photograph a completed project that has utilized our product offerings and retains the rights to use the photographs in advertising, on our website, public relations and all marketing materials.

## FORTINA SPECIFIC ORDERS

### Warranty

We fully support the quality of the Fortina product for 2 years. This warranty covers the finish adhesion of film on aluminum Louvers, Spandrels (Slats), it is not applicable to surface wear and tear from handling.

### Cancellation and Return Items

Fortina is considered a custom made to order line, therefore, may not be returned. If an order is canceled which is in production the customer is liable for paying for all products ordered.



**B+N Industries**

### Main Offices:

**1409 Chapin Avenue, 3rd Floor  
Burlingame, California 94010  
1.800.350.4127  
www.BNind.com**

### New York Showroom and Offices:

**(By Appointment Only)**

**420 West 14th Street  
New York, New York 10014  
212.255.4110**

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