

CAPITOL GROUP TERMS AND CONDITIONS

Capitol's terms and conditions are standard in the industry. Our goal is to make it easy to do business with Capitol Group.

Our catalog is designed as a reference to our extensive product line. Our inside sales personnel at our many locations are prepared to assist you if you cannot find the product in our catalog or if you require any additional product information.

Possession of our catalog does not preclude our normal credit checking policy and thus is not a blanket offer to sell these goods to the possessor of this catalog. This catalog is non-transferable.

The specifications and other technical data of the products contained herein are based on information furnished by the product manufacturer. Such information, being subject to clerical error and subject to change without notice, is therefore presented as a convenience for estimating purposes only. When design, weights, colors or dimensions are critical, please request up-to-date information and certified prints.

Open account terms are extended to customers who have made satisfactory arrangements for credit. Orders from customers who are not on open account are shipped C.O.D.

Sales tax - including state, municipal, RTA, use and excise - is added to your invoice at the applicable rate unless you furnish us with a sales tax exemption certificate for your purchases. Unless specified otherwise, all quotations are exclusive of any sales or use tax.

Billing terms vary from product to product. Any discounts are reflected on each individual invoice. Past due balances are assessed a service charge of 2% per month; accounts over 60 days past due subject to being placed on C.O.D.

Concealed Damage & Shortages On Capitol Deliveries

If you discover damage which was concealed, you must notify the carrier within 5 days of receipt, otherwise they will not accept your claim. Call for an inspection immediately and save all of the packing material. On "pickups" or delivery on our truck we will allow 5 days to report concealed damage. Shortages must be reported at time of delivery.

Freight Claims

- I. Freight damage claims for shipment you receive from commercial trucking companies must be filed by you. The exception is on UPS shipments - Capitol Group must file.
- II. If damage is visible insist that the truck driver make a notation on your copy of the freight bill indicating the nature of the damage. Then check at once with the respective trucking company for filing proper claim. Do not refuse the item - This will only complicate the problem. You may hold the driver and call the branch manager for assistance. Maybe we can get the vendor involved to resolve the problem.
- III. If damage is concealed, this damage should be reported to the trucking company as soon as discovered, but not longer than 10 days otherwise they will not accept your claim.
- IV. As a shipper, we cannot file claim unless we prepay freight. This is especially true for shipments direct from our suppliers to you. Capitol Group does not appear anywhere on the bill of lading or freight bill; therefore, we have never had title to the shipment.

Returns

Returned material must be accompanied by shipping order or invoice reference and is subject to our count and inspection. If the material is in first class, resalable condition we will issue a credit for the original amount paid less a 15% handling charge plus freight if applicable. All special or non-stock material is not returnable unless prior approval is obtained from the supplier or manufacturer. Material returned to a manufacturer or supplier is subject to additional handling and freight charges based on the manufacturer's terms and conditions.

Warranties

All warranties on the products sold hereby are those made by the manufacturer. We, the seller, hereby expressly disclaim all warranties either expressed or implied including any implied warranty of merchantability or fitness for a particular purpose, and we neither assume nor authorize any other person to assume any liability in the connection with the sale of said products.

Buyer agrees to hold seller harmless for all claims made by all persons arising out of the sale, use and/or repairs of these goods. All expenses, including those for defending all such claims, shall be upon the buyer.