

TERMS AND POLICIES

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All new accounts will automatically be shipped C.O.D. - cash, credit card (Visa, Mastercard, Discover) or certified check unless other arrangements are made. In order to accept your company check, we require that you fill out and return our COD form. We also have open account terms for those customers that meet our criteria for open account.

All accounts are due by the tenth of the month for purchases made the preceding month. Open account customers not paying on or before the tenth of the month will be subject to the suspension of credit.

Privileges will be reviewed when their bill has been satisfied. Past due accounts will be charged a monthly service charge of 1 1/2% on the outstanding balance. **A \$30 returned check charge will be billed for each returned check on all accounts.**

ORDERING

Customers may place orders with the office Monday thru Friday 8:00 AM to 5:00 PM, Saturday 9:00 AM to 1:00 PM. After hours we offer answering machines and a FAX machine to take your orders 24 hours a day. You can order online any time at www.weathers.com.

SPECIAL ORDERS

We require a \$5.00 processing fee on orders under \$50, and prepayment of at least 50% before ordering the product.

Remember: Special orders take extra time to get and we can't be held responsible for delays in manufacturing. (That's why they're special.) **Special orders cannot be cancelled or returned! Our volume discounts do not apply to special orders.**

REFUSED ORDERS

Accounts refusing a shipment must pay the shipping and handling charges before additional shipments can be made.

DELIVERY

We will ship your order as fast as possible. The same day in most cases. We will use the best means available from our location. **The minimum amount for delivery on our truck is \$100.** (At this time \$10.00 is added for each delivery.) We do have a **FREE freight program** in place. Call your customer service rep for more details. Delivery days are determined by consumer demand by area.

RETURNS

All returns must have the following: **1.** Return authorization. **2.** Prepaid freight. **3.** A copy of the original invoice. **4.** An explanation for the return. **5.** Product must be in re-saleable condition, free of markings, labels, and in the original carton. Cartons cannot be torn or cut open. Blister packed items must be unopened. **6. No credits will be issued for shipping charges.** **7.** No returns on electrical items. **All returns will be credited to your accounts. NO REFUNDS.** **All returns are subject to a 20% restocking fee and or an off setting order and are limited to 5% of the previous years purchases. Discontinued, nonstocking, or special ordered items cannot be returned. Credit memos will be valid for 6 months from the date issued and no returns accepted after 60 days.**

WARRANTIES

Manufacturer's warranties apply to all products. **Most warranties do not cover labor costs for removing or replacing defective products. In addition most manufacturers will not cover painting costs. Always check the fit of the part before you paint it.**

DAMAGE AND CLAIMS

All claims from damage or loss in transit must be made directly with the carrier. We do not assume any responsibility for damage incurred in transit. Claims for shortage or error in the warehouse must be made within five days of receipt of order.

DELINQUENT ACCOUNTS

We will make every effort to arrive at a mutually beneficial arrangement to assist those customers who have occasional cash flow problems. It has always been our policy to work with our valued customers through difficult times. However, We reserve the right to refuse shipment to any account continually maintaining a delinquent status. Failure to resolve chronic delinquency problems will result in the dissolution of our business relationship and/or the submission of the account to our collection attorney.

PERSONAL GUARANTEE:

IN THE EVENT OF DEFAULT IN PAYMENT OF THIS ACCOUNT, I PERSONALLY GUARANTEE PAYMENT OF ANY UNPAID BALANCE WITH INTEREST AS SET FORTH ABOVE AND ALL COST OF COLLECTION INCLUDING ATTORNEYS FEES AS SET FORTH ABOVE.

WEATHERS AUTO SUPPLY

23308 Airpark Drive
Petersburg, VA 23803
804-861-1076/800-572-2886
FAX: 804-861-6899
www.weathers.com