

# Berner Terms and Conditions

## GENERAL INFORMATION

### Price Policy:

- A. All prices are subject to change without notice.
- B. Orders will be accepted from authorized customers only with the understanding that prices will be those in effect at the time of shipment.

### Freight:

- A. FOB New Castle, PA
- B. \$35.00 charge for 24/48 hour prior delivery notification.

### IMPORTANT:

- A. Check all Order Acknowledgments and Invoices carefully to make sure they are in agreement with the original purchase order.

## RETURNS

- A. Returned Material Authorization (RMA) number must be obtained.
- B. No product return will be accepted without an RMA number, which should be marked on the outside of the carton/skid. If no RMA number is present, the product will be refused and returned to the customer.
- C. Authorized return goods are to be shipped, freight prepaid, to Berner.
- D. No returns after 60 days.
- E. Berner International Corp. is not liable for any damages to equipment incurred in the transportation or delivery of the returned equipment

### Restocking Fees:

#### K-Zone, Zephyr, Diplomat, Aristocrat & In-Ceiling & Accessories

#### Unheated & Electric:

- 30% fee, minimum of \$125.00 when all equipment is new and unused, in the original carton and no replacement model is ordered
- 20% fee, minimum of \$100.00 when all equipment is new and unused, in the original carton and a replacement model is ordered
- 0% fee when the equipment is returned because of a manufacturing defect or an error by Berner

#### Steam & Hot Water:

- 50% fee, minimum of \$175.00 when all equipment is new and unused, in the original carton and no replacement model is ordered
  - 40% fee, minimum of \$150.00 when all equipment is new and unused, in the original carton and a replacement model is ordered
  - 0% fee when the equipment is returned because of a manufacturing defect or an error by Berner
- Note: Customer is responsible for the return freight, and cost of any freight damage. Credit issued pending receipt and inspection of the equipment.

#### KSA, KSB & Accessories

#### Unheated:

- 50% fee, minimum of \$250.00 when all equipment is new and unused, in the original carton and no replacement model is ordered
- 40% fee, minimum of \$200.00 when all equipment is new and unused, in the original carton and a replacement model is ordered
- 0% fee when the equipment is returned because of a manufacturing defect or an error by Berner

#### Electric Heat:

- 75% fee, minimum of \$500.00 when all equipment is new and unused, in the original carton and no replacement model is ordered
- 50% fee, minimum of \$300.00 when all equipment is new and unused, in the original carton and a replacement model is ordered
- 0% fee when the equipment is returned because of a manufacturing defect or an error by Berner

Note: Customer is responsible for the return freight and cost of any freight damage. Credit issued pending receipt and inspection of the equipment.

**Non-Returnable**

- A. Previously installed units.
- B. Units packaged in other than original packaging.
- C. Electrical accessories.
- D. Custom equipment  
(all equipment other than standard cataloged products including custom colors/finishes)
- E. Discontinued products.

**Damages and Shortages:**

- A. Equipment is inspected and tested before packing.
- B. Equipment is packaged to insure the best possible protection of the merchandise.
- C. Inspect equipment before accepting shipment.
- D. **EXTERNAL DAMAGE:** Evidence of loss or damage must be noted on the freight bill or express receipt and signed by the carrier's agent at the time of delivery.
- E. **INTERNAL DAMAGE:** Immediately inspect the equipment for any concealed damage from transit. Damage should be reported to the carrier within ten days of receiving.
- F. Forms for filing damage claims are available from the carrier. Safe delivery is the responsibility of the carrier.
- G. **The person receiving the goods is responsible for filing the freight claim for concealed and visible damage.**
- H. **SHORTAGES:** Berner is only responsible for shortages when notified within 3 days of receiving the shipment.

**ORDER CANCELLATION**

- 100% cancellation fee for Berner manufactured parts for all custom orders.
- 50% fee for non-stock replacement parts.
- 30% fee of total order (minimum of \$125) if the work is in progress or if the order has been completed.
- \$75 charge when order has been entered and all paperwork is in progress, but production has not been started.
- No charge when order has not been entered.

**ORDERING INFORMATION**

**Technical Information:**

When required, approved drawings, field dimensions, shipping address and firm shipping date (month, day and year) must be received before equipment can be scheduled for production.

**Freight Classification:**

- A. Air Curtains: Class 85

**LIMITED WARRANTY**

Berner International warrants all new equipment to be free of defects in workmanship and material. Claims will be honored for equipment that has been properly cared for, installed and operated. Warranty excludes any labor charges.

- A. Air Curtains

Five years(5 years) on unheated models. Two years (2 years) on heated models from the original date of shipment.