



Wholesale Terms & Conditions

These terms and conditions override all other information previously printed by Weems & Plath, Inc. and are intended to outline the conditions of sale accepted by its dealer upon establishing an account with Weems & Plath.

Class of Trade - Weems & Plath reserves the right to select its class of trade for resale of its products, which in its sole opinion represents both the company image and value of its products within the retail marketplace.

Minimum Advertising Price (MAP) Policy - Weems & Plath reserves the right to limit its distribution of product as outlined in its MAP policy. Please refer to the printed MAP policy for additional terms and conditions. (Not applicable to dealers outside the U.S.)

Defective Goods – From time to time, Weems & Plath, Inc. may notify its dealers of a pending performance problem or manufacturer's defect in a product. Weems & Plath reserves the right to define its remedy and to communicate its resolution with the dealer through a choice of verbal, written or e-mail communications.

Pricing / Billing Errors – When necessary, Weems & Plath may notify its dealers of a pricing or billing error. Weems & Plath reserves the right to amend its pricing or invoicing as noted on its current price list and is under no obligation to continue to ship or invoice the defined error. Further, it reserves the right to communicate its resolution to the dealer through a choice of verbal, written or e-mail communications.

Wholesale Privileges - The wholesale price (or export dealer price) is a privilege extended to a class of trade whose intention is resale of merchandise. Being an established business or having possession of this price list does not automatically confer the right to buy at wholesale pricing. Wholesale pricing is offered at the sole discretion of Weems & Plath.

First Order- Must have a net value of \$250.00. A Dealer Credit Application must be in the process of being completed for those dealers requesting Net 30 Terms (US, Canada, Mexico) or Net 60 Terms (all other countries). Orders without an approved Application will be shipped either prepaid or C.O.D.

Payment Terms - Approved open account customer located in the US, Canada or Mexico: Net 30 (Payment due within 30 days from invoice date). Approved open account customer located in any other country: Net 60 (Payment due within 60 days from invoice date).

Past Due Accounts - Orders received from customers with a delinquent account (balance over 30 days) will not be shipped until the account is current. A 1½% charge is added to past due amounts per month. The annual percentage rate is 18%. Should the services of a collection agency or legal assistance be required to collect past due accounts, all costs incurred by Weems & Plath will be passed on to the debtor and must be recovered before any new business can be accepted.

Order Placement - Orders may be placed via our secure dealer website (with customer-specific username and password), or contact us directly via email at sales@weems-plath.com, fax at 410-268-8713, or phone at 410-263-6700 (toll-free in US: 800-638-0428).

Minimum Order (including parts) - \$200.00 per individual order. Orders under this minimum will be charged a \$10.00 small order fee.

Prices - Prices are in effect for 12 months; however, circumstances beyond our control may necessitate price increases in the interim. All prices are F.O.B. Annapolis, Maryland. Freight and insurance will be added to your invoice. All shipments must be insured. (For exceptions to insurance, Weems & Plath must have on file, a letter stating that you will assume responsibility for lost or damaged shipments).

Back Order - We "Back Order" items that are out of stock. If you do not wish us to back order, please mark your order accordingly. Backorders of \$200.00 or less will be shipped within the continental U.S., via surface freight at no charge. Deliveries outside the continental U.S. and express deliveries will be charged freight.

Shipping Errors - Contact our Customer Service Department, 800-638-0428, 410-263-6700 or support@weems-plath.com, and we will issue an RA number and determine method of return shipment.

Return for Credit - Merchandise must be returned in new, saleable condition in the original factory carton, freight prepaid. Please call for an RA number. A 5% restocking fee will be charged for merchandise returned within 15 working days of delivery; a 15% restocking fee for items returned from 16 working days to six calendar months and a 25% restocking fee will be charged if items are returned after six months. No credit will be issued for any items purchased more than one year from invoice date. Weems & Plath reserves the right to refuse to issue credit on any items not resaleable as new. Discontinued items cannot be returned. Any merchandise returned for credit that is poorly packed or has insufficient interior padding will be refused and returned at the customer's expense.

Claims (Damage Sustained in Transit) - Contact Weems & Plath Customer Service, 800-638-0428, 410-263-6700 or support@weems-plath.com, immediately upon receipt of any damaged item. We are not responsible for damage sustained during shipment. All shipping cartons must be retained in order to substantiate the claim. In most cases, the claim will be denied if the shipping cartons are not retained for inspection. All claims for shortage must be reported within 48 hours of receipt.

Title - All goods are sent F.O.B. our warehouse and are delivered to the common carrier well packed and in good condition. Ownership and responsibility for payment occurs at that point even if the goods are subsequently damaged in shipment.

Refused Shipments - If a shipment is refused and returned without our prior approval, shipping costs BOTH WAYS will be charged.