



Terms, Conditions, Limited Warranty, and Liability Policy

10 YEAR LIMITED WARRANTY AND LIABILITY ON ALL CHANDLER TRUCK & TRAILER ACCESSORIES

All prices, terms and conditions of sale in this catalog are subject to change without prior notice. The buyer agrees to all terms and conditions of seller upon placement of any and all purchase orders.

LIMITED WARRANTY AND LIABILITY POLICY

We, at Chandler Equipment Inc., warrant all Chandler truck and trailer accessories we sell to be free from defects in material and workmanship for a period of ten years from the date of shipment from our warehouse or ten years from purchase date (accompanied with a copy of original invoice), subject only to the following:

1. Chandler Equipment Inc.'s liability under this warranty (and under any other warranty expressed or implied, statutory or otherwise) is limited to repair, or at Chandler Equipment Inc.'s option, replacement of all parts which are shown to have been defective when shipped, and then only if Chandler Equipment Inc. is notified of such defects within such warranty period and such defective parts are promptly delivered to its warehouse at 4180 West Sunset, Springdale, AR 72762, transportation charges prepaid. Chandler Equipment Inc.'s liability for incidental and consequential damage is hereby excluded to the full extent permitted by applicable law. Chandler Equipment Inc.'s liability as stated herein cannot be altered or enlarged except by a writing signed by an officer of Chandler Equipment, Inc.
2. Damage caused by improper use or lack of proper maintenance is not warrantable.

DELIVERY, DAMAGES, & SHORTAGES

Delivery to the initial common carrier shall constitute the delivery to the buyer. Our responsibility, insofar as transportation risks are concerned, ceases upon delivery of merchandise in good condition to such a carrier, and all the merchandise shall be shipped at the buyer's risk. Any evidence of damage to material shipped, upon the opening of the original shipping package, must be reported to and a claim made with the delivering carrier immediately.

RETURN OF DEFECTIVE MERCHANDISE

Defective or failed merchandise is to be held at the buyer's premises until authorization has been granted by seller to return or dispose of merchandise. Merchandise that is to be returned for final inspection must have a Return Authorization Number and must be returned Freight Prepaid in the most economical way. Credit will be issued for material found to be defective upon our inspection based on prices at time of purchase.

MERCHANDISE SHIPPED IN ERROR

Buyer must notify seller immediately of any merchandise shipped in error. Upon notification, merchandise is to be returned to seller either via truck on a freight prepaid basis, or via UPS on a freight prepaid basis. Buyer will be reimbursed for cost of merchandise, plus any additional freight which may have incurred due to shipping error.

MERCHANDISE ORDERED IN ERROR

Standard merchandise may only be returned provided that the merchandise is in the original buyer's possession for not more than 30 days. If merchandise is accepted for return, merchandise must be returned freight prepaid and buyer may be charged a restocking fee. Returns are not accepted for any merchandise that is specially ordered or manufactured to meet the buyer's requirements of either specifications or large quantity.

FREIGHT TERMS

All shipments will be made F.O.B. shipping point. Back orders will be shipped in the most practical fashion with charges consistent with our freight policy established with the original order. **Special delivery orders (UPS next day air, 2nd day air, or Federal Express) called in prior to 2 PM C.S.T. will be processed and shipped that business day.**

ACCEPTANCE, ALTERATION, & CANCELLATION

Orders for other than standard items may not be cancelled after purchase has been committed, production scheduled, or any other cost incurred. Buyer will be charged a restocking fee on returned merchandise or cancellations on special orders.

PAYMENT TERMS

We accept payment by check, Visa, Mastercard, American Express, Discover certified funds, cashier's checks, money orders, or wire transfer. Chandler Equipment, Inc. reserves the right to hold shipments against past due accounts. All past due accounts are subject to a late charge and maximum interest allowed by law, along with the expenses incidental to collection including reasonable attorney's fees.

PRICING

In the event of price error, Chandler Equipment reserves the right to charge the correct price. We also make every effort to maintain our pricing, however due to unforeseeable market fluctuation, prices are subject to change without notice. These prices do not include freight.

CLAIMS

All claims must be made within (10) days of receipt of packing slip or invoice. Chandler Equipment, Inc. reserves the right at all times to reject any order for any reason.

RETURNED GOODS:

A returned goods authorization number must be obtained before returning any material for any reason. Material returned for credit will be subject to warehouse inspection. All material must be shipped with transportation charges prepaid. Buyer will be charged a restocking fee on returned merchandise. Products that are obsolete or made to special order are not returnable.

CAUTION

THE INFORMATION CONTAINED IN THIS CATALOG IS IN THE NATURE OF A GENERAL GUIDE OF THE TYPES AND DIMENSIONS OF MERCHANDISE AVAILABLE BY CHANDLER EQUIPMENT, INC. WE DO NOT RECOMMEND OUR MERCHANDISE FOR PARTICULAR USES OR APPLICATIONS. ALL USERS (INCLUDING, BUT NOT LIMITED TO, END USERS, ASSEMBLERS, SYSTEMS MANUFACTURERS, OR ORIGINAL EQUIPMENT MANUFACTURERS) USING ANY MERCHANDISE ACQUIRED FROM CHANDLER EQUIPMENT, INC. ARE ALWAYS RESPONSIBLE FOR THE USE OR APPLICATION OF THAT MERCHANDISE. IT IS ALWAYS NECESSARY AND REQUIRED THAT, PRIOR TO ANY USE OR APPLICATION, ALL USERS FIRST CONDUCT THEIR OWN STUDIES, TESTING OR ENGINEERING TO DETERMINE THE PROPER USE OR APPLICATION OF OUR MERCHANDISE FOR THE USE AND PURPOSE CONTEMPLATED. WE RECOMMEND THAT ALL USERS CONSULT WITH THEIR OWN ADVISORS OR ENGINEERS CONCERNING THE USE OR APPLICATION OF OUR MERCHANDISE.