# Runyon Surface Prep (RSP) – Terms & Conditions of Sale (Feb 2025)

## **Shipping:**

Small Pack - UPS Ground Service is our default carrier. We also offer the complete range of UPS and FedEx expedited services at the customer's request.

Freight - FedEx is our default carrier.

Your total shipping cost will be calculated when your order is ready to ship. Unless specifically noted, shipping is not included on quotes.

If you have a UPS and/or FedEx account on file, we will use your account unless specified on the PO. Account shipments will still be subject to a handling fee.

Barring exceptional circumstances, it is our goal to ship out orders the same day as long as our shipping department receives the order by **4:00pm** EST for small pack, **2:00pm** EST for freight. Otherwise, they will go out the next business day. If there are any issues with the order, we will contact you as soon as possible. It is our policy to ship what items we have on hand unless specified to ship complete on your purchase order.

UPS automatically includes insurance on packages valued up to \$100. Additional insurance is the responsibility of the buyer and must be requested on the purchase order or sales order.

Buyer must provide an accurate shipping address and note on their PO if we are shipping to a residence. We are not responsible for deliveries to an incorrect address and will charge address correction fees to the buyer. If your package goes missing due to an incorrect address, RSP cannot guarantee recovery and any replacement shipments will be the responsibility of the buyer.

For freight shipments, accessorial charges not addressed prior to shipment (hotel/construction site/shopping center delivery and/or requirements for a lift gate) will likely result in additional shipping fees and are the responsibility of the buyer.

If there are any issues with the shipment, please notify RSP within 10 days of delivery. Otherwise, shipment is considered correct and must be paid in full. If the carrier is responsible for loss or damage, RSP will file a claim with the shipping carrier unless shipped on the buyer's account, at which point the buyer must file the claim.

# Warranty, Exchange, and Return Policy:

If the product is damaged, or does not fit your application please contact us as soon as possible. Buyer must notify RSP of any product defects within 10 days of delivery.

All returns must be authorized by RSP and accompanied with a Return Material Authorization (RMA#). RSP will not accept returns on special order items or items not stocked in our warehouses. No returns on liquids or chemicals.

RSP will issue credit or exchange products that are unused and in new condition when returning items within 90 days of purchase. The Buyer is responsible for shipping charges and will be charged a 20% restocking fee.

RSP will not accept products that have been used or damaged due to operator misuse.

RSP will not take any returns after 90 days of purchase.

Product warranty is limited to the product warranty offered by the manufacturer. Please contact RSP for further details.

#### **Payment:**

Cash Customers: At the time of your order, we will authorize your credit card for the total of your order +15%. This is to cover shipping costs. Once your order ships, we will only capture the total for your order and actual shipping costs.

Credit Customers: A finance charge of 1.5% per month (APR of 18%) will be charged on any balance not paid by the due date. Collections are subject to attorney fees.

### **Limitation of Liability:**

We shall not be liable for any damages or losses arising from the alteration, misuse, or improper installation of our products by you or any third party.

We are not responsible for any damages resulting from the failure to follow instructions, warnings or recommendations provided with the product.

You acknowledge that products may vary slightly from their pictures and that packaging may vary from that shown on images on our website.

#### Sales Tax:

Alabama Customers: Seller has collected the simplified sellers use tax on taxable transactions delivered to Alabama and the tax will be remitted on the customer's behalf to the Alabama Department of Revenue. Seller's program account number is SSU-R012224874.

#### Contact:

To contact us call 317-559-2699 or email CUSTOMER SERVICE@RUNYONSURFACEPREP.COM