



TERMS AND CONDITIONS

TERMS OF SALE

All invoices will be due and payable within 30 days of invoice date. Invoices unpaid after 30 days are subject to a 1-1/2% per month service charge. All accounts which exceed their credit limit or have past due invoices will be shipped on a COD basis only, until such time as the balance is under the credit limit and all past due balances are cleared.

RETURNED CHECKS

A \$25.00 service charge will be levied for all checks returned by the bank to Blevins, Inc. Cash or certified check will be required from customers who submit NSF checks.

CREDIT APPLICATIONS

We require three trade references on all credit applications. Do not include manufacturers of mobile homes or recreational vehicles, floor plan references or other secured creditors. Credit references should be given which are at the same dollar level of business as the credit limit requested. The credit application must be filled out completely and signed before it will be processed. Requests for credit limit increases should be discussed with the credit representative at your local branch.

ACCOUNTS PLACED FOR COLLECTION

In the event any collection action is taken, all costs and expenses, including reasonable attorney's fees, will be charged to the account.

FREIGHT DAMAGES AND SHORTAGES

No reduction from invoice may be made for loss or damage in transit. When the originating carrier accepts our shipment, it assumes full responsibility for your order's delivery. Should loss or damage occur, file your claim with the carrier except UPS claims, which are filed by the shipper. Concealed damage or shortage claims must be filed within 48 hours of receipt of shipment.

PRICE CHANGES & SUBSTITUTIONS

All prices are subject to change without notice and orders will be billed at prices in effect at time of shipment. In the event a catalog item is unavailable, we reserve the right to substitute an equal product of a different manufacturer.

SPECIAL ORDERS

Any item special ordered for a customer is subject to a non-refundable minimum 50% advance deposit. Returns of special orders will not be accepted.

CREDIT CARD PAYMENTS

A surcharge will be added to all invoices paid by credit card where allowed by state law.

TELEPHONE CALLS

Each branch location has incoming toll-free numbers. In addition, all branches are equipped with toll-free fax machines. Please use this convenient service when placing your orders to the branch that serves you.

SALES TAX

We must have on file a sales tax exemption certificate or sales tax will be charged.

LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee notwithstanding any choice-of-law principle that might dictate a different governing law. You agree that the venue for any and all disputes in connection with this Agreement will be exclusively brought in an appropriate state court in Davidson County, Tennessee, or in the United States District Court for the Middle District of Tennessee, and you irrevocably consent to the personal jurisdiction of such courts.

RETURNED MERCHANDISE

New merchandise (in original cartons) may be returned with our written authorization and must be accompanied by the original invoice. Returns without written authorization will not be accepted; returns of special orders will not be accepted. No merchandise may be returned more than 60 days from the invoice date. All returns are subject to a minimum of \$5.00 or 15% restocking charge (whichever is greater).

HANDLING CHARGES

On any invoice of \$350 or more delivered on our truck, there will be no handling charge. On any invoice less than \$350 and delivered on our truck, there will be a handling charge. Any invoice less than \$350 not delivered on our truck, the merchandise will be sent freight collect via common carrier or UPS.

ORDER PROCEDURE

To maintain accuracy of shipment, please complete stock number and description of merchandise. If you need an item not shown, please ask for it – we may have it.

WARRANTY

We honor the specific warranty made by a particular manufacturer of the item and no more. We cannot be responsible for labor involved with replacing a defective part.

DELIVERY

There will be a \$25 (re)delivery fee if order cannot be delivered as arranged at the time the order is placed. Customer signature is required showing receipt of material. Please inspect all orders as your signature will acknowledge receipt of complete order. In addition, a delivery charge may be added because of fuel costs fluctuating.

INDEMNITY FOR INSTALLATION SERVICES

Installation services with respect to the merchandise purchased from us are performed by independent installer partners. The independent installer partners are independent contractors and not our employees. If you purchase installation services from us, we will help coordinate these installation services with our independent installer partners. You agree to fully defend, indemnify, and hold harmless us and our affiliates and our officers, directors, employees, agents, successors, and assigns from and against all losses, damages, liabilities, deficiencies, claims, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind (including reasonable attorneys' fees and fees and costs of enforcing any right to indemnification under this Agreement) arising out of or resulting from the installation services.