



# SEABOARD INDUSTRIES, INC.

## TERMS & CONDITIONS

### WARRANTY

All products sold by us are covered by Manufacturers' Warranties. These warranties are the sole responsibility of the Manufacturers. There are no other Warranties, expressed or implied, by Seaboard Industries or its subsidiaries. No dealer, agent or employee of Seaboard Industries or its subsidiaries is authorized to make any promise, representation, Guarantee or Warranty other than stated.

### TERMS & CONDITIONS OF SALE

**TERMS:** Net 30 days to established and approved accounts. All other accounts are C.O.D. or C.W.O.

**PRICING:** PRICES PUBLISHED IN THIS CATALOG ARE DISCOUNTED 4%. DISCOUNT APPLIES TO CASH, CHECK OR 'ON ACCOUNT' INVOICES ONLY. CREDIT CARD TRANSACTIONS WILL PAY FULL PRICE.

PURCHASING FROM SEABOARD INDUSTRIES ACKNOWLEDGES YOUR AGREEMENT NOT TO ADVERTISE PRICE ON ANY SEABOARD CHEMICALS.

Accounts unpaid after 31 days will be considered delinquent and will be subject to a late service charge of 2% per month (24% per annum).

Purchasing from Seaboard acknowledges your agreement to pay any and all late service charges on your statement and all attorney's fees and collection costs.

**Note:** All monies received on past due accounts will be applied to late service charges first followed by oldest invoices until account is current!

If a check is returned by the Bank for any reason, a \$50.00 Service Charge will be added to that Customer's account to cover charges incurred by Seaboard.

Shipments to delinquent accounts over 60 days past due will be C.O.D. plus 25% until credit is re-established.

All accounts will be charged applicable sales taxes unless we have been furnished with a valid tax-exempt certificate with resale number prior to shipment.

All pool kits are taxable and will be charged appropriate sales taxes.

**MINIMUM BILLING:** \$100.00, a \$15.00 charge will be applied to invoice for orders less than \$100.00

Visa, Mastercard or American Express minimum billing \$200.00.

**FREIGHT:** All shipments are F.O.B. Hawthorne N.J. or Lakewood, N.J. Freight charges may not be deducted from invoices that were shipped UPS. Free delivery within our delivery areas via our truck (*except for job-site deliveries*) (see delivery schedule), when order is more than \$1000.00. If order is less than \$1000.00, a \$70.00 freight charge will apply. Inbound freight is not included on any special order item. Freight will be added to invoice.

**Note:** All UPS shipments will incur an approximate \$8.00 extra packaging charge.

**Note:** No hazardous materials or liquids will be shipped UPS.

**Note:** Next day UPS orders must be placed before 12:00 pm day prior and will receive an additional charge of \$25.00.

**Note:** There will be a \$50.00 charge for delivery delays over 30 minutes.

**Note:** All items shipped on pallets. There is a \$8.00 deposit charge for each pallet (40"x48" 4-way). DE or portland cement pallets do not have a deposit charge and are not returnable.

**ITEMS EXCLUDED FROM FREE DELIVERY WITHIN OUR DELIVERY AREAS:** Pool steps, steel panels, carboy & pallet charges, vermiculite, portland cement, marble dust, slides, salt, diatomaceous earth, sand, safety covers and inground pool kits.

**TRANSPORTATION CLAIMS:** All shipments are F.O.B. Hawthorne or Lakewood, N.J. All claims for merchandise damaged in shipment or shortages must be filed with the carrier. Notation of damage or discrepancy must be noted on Bill of Lading before accepting merchandise. We are not responsible for merchandise damaged or lost in transit.

**RETURN OF MERCHANDISE:** Written authorization must be obtained from Seaboard Industries, before returning any merchandise. Date and invoice number of purchase must be included in request. Merchandise returned may be subject to a 20% restocking charge. Any special order items may not be returned. All items returned must be freight prepaid.

### ALL PRICES SUBJECT TO CHANGE WITHOUT NOTICE!

The purchaser / independent contractor purchasing any products, (ie: equipment, in-ground pool kits, etc.) that are sold by Seaboard Industries acknowledges that the above said products are sold as individual components that may be incorporated in a finished pool. The purchaser / independent contractor is neither employed by, an agent of, or a representative of Seaboard Industries.

All components purchased by purchaser / independent contractor must be installed according to manufacturers' specifications. Seaboard Industries shall have no responsibility with respect to the construction of the finished product or the way it will be used upon completion. Any non-compliance of manufacturers' specifications on instructions or installation or assembly will be the sole responsibility of the purchaser / independent contractor. Seaboard Industries shall not be responsible for any property damage or any bodily injuries incurred with any of the products sold through Seaboard Industries.

If a legal action is brought with respect to any products purchased from Seaboard Industries, the purchaser / independent contractor who purchased any of Seaboard Industries' products acknowledges it shall have no legal claim directly against Seaboard Industries or in subrogation of any loss or liability it has to any third party arising out of said legal action.

Acceptance of the terms and conditions of this Disclaimer shall be confirmed by the signature of purchaser / independent contractor upon delivery receipt, whether an employee, representative or agent of purchaser / independent contractor.

All terms & conditions of Seaboard Industries will be honored, as contained with the Seaboard Industries Purchase Agreement subject to this Disclaimer.

Payment for the purchase of any products from Seaboard Industries shall be the sole responsibility of said purchaser / independent contractor.

### ALL PRICES IN THIS CATALOG ARE NET

\* SEE SALESMAN FOR EARLY BUY VOLUME DEALS

**Note:** Carboys *MUST* be washed out with caps for return deposit within **60 days of purchase**.

**Note:** All equipment and parts listed in Chemical section of this catalog are **NET PRICE**, no discount!

**Note:** There will be an upcharge for any chemicals sold in pieces and not as a case.

**Note:** No discounts allowed on parts, Steel inground pool kits or items marked Net Price.