



Brookfield Industries, Inc.  
99 West Hillside Ave  
Thomaston, CT 06787  
860.283.6211  
[www.bfimfg.com](http://www.bfimfg.com)

## Terms and Conditions

*Terms and Conditions between Brookfield Industries, Inc (hereinafter referred to as the Seller) and the entity listed on the purchase order (hereinafter referred to as the Buyer).*

### **Ordering:**

Orders *will not be processed* until all pertinent information is stated on the purchase order. After which, an Acknowledgement will be sent to the Buyer with final pricing, estimated delivery date, and description matching the purchase order. *Any discrepancies on the Acknowledgement received by the Buyer shall be brought to the Seller's attention for immediate correction.*

### **Change Orders:**

Change orders requested by the Buyer after the Acknowledgement has been issued, will be reviewed for additional costs on a case by case basis.

### **Pricing:**

- Prices are subject to change without notice.
- Surcharges will be added when required.
- Back charges will be added when required
- Sales tax will be charged to customers in the State of Connecticut unless we have a signed Sales Tax Exemption Certificate on file.

### **Deliveries:**

- As an OEM, we the Seller will make every good faith attempt to meet the estimated shipping dates on our products. However, there are times when unforeseen occurrences outside of our control (acts of nature, power outage, machinery breakdown, supply chain issues, etc.) will have a negative effect on the production schedule; thus, requiring a revised shipping date. The Seller will notify the Buyer immediately. While the Seller is not liable for any loss or damages incurred by the Buyer as a result, we will make every effort possible to prioritize the shipment.
- The Seller reserves the right to make shipments before the estimated shipping date, unless given explicit instructions by the Buyer not to ship before a given date.
- Lead times or estimated deliveries can change on very short notice depending on demand. In other words, having a quick turn around on one order, does not mean the next order will ship as expeditiously.

**Shipping:**

- All freight is billed FOB Thomaston, CT. and is the responsibility of the buyer (consignee).
- Damage or lost shipment claims shall be filed by the buyer (consignee) directly with the freight company.
- Buyer (consignee) is responsible for designating the correct freight classification for the item being shipped.

**Receiving Inspection:**

Buyer is responsible for verifying the accuracy of all items on the Packing List matches the items shipped. The Buyer shall notify the Seller in writing of any discrepancies, defects, and/or workmanship issues within 7 business day after receiving the shipment to make a claim.

**Returns:**

- No returns will be accepted without a Return Material Authorization (RMA) issued by Brookfield Industries (Seller). The RMA shall be returned with the item within 30 days of being issued for the claim to be processed. Any return damaged from improper packaging will not be processed for a claim.
- RMAs will *only* be issued for the following:
  - Warranty claims
  - Defective products, components, or parts
  - Discrepancies not meeting our specifications
  - Items shipped that do not match the packing list
- Seller *will not* issue RMA for the following:
  - Any product designated for jobs or projects that have been subsequently cancelled
  - Any product, component or part that has been damaged or lost in shipping FOB Thomaston, CT.

**Credit:**

Credit will only be issued after an evaluation of the returned product has been made. This can only be accomplished if the RMA is filled out correctly with a detailed and clear explanation.

**Cancellations:**

- *Any non-standard or custom made to order product* cannot be cancelled once the Acknowledgement has been sent to the Buyer. *Sales are final.*
- *Any purchase order for a standard product consisting of a large quantity* (one that consumes a larger than normal part of inventory) cannot be cancelled once the Acknowledgement has been sent to the Buyer. *Sales are final.*
- *Any purchase order for a standard product* that has been cancelled prior to shipment will be subjected to a 25% restocking charge.

**Payment Terms:**

Net 30 days on approved accounts. Buyer can select to pay by credit card, check, ACH, wire transfer, or C.O.D. Seller may require prepayment or deposits on certain custom or large quantity orders.

**Default:**

Seller reserves the right to charge Buyer 1 % per month (12% APR) on all past due invoices, in addition to all collection fees.