

## TERMS AND CONDITIONS

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### **PAYMENT TERMS:**

Regular payment terms are Net 30 days, DOI with credit approval. Waterstone also accepts payments made by VISA, MASTERCARD, AMERICAN EXPRESS and DISCOVER credit cards. Starting October 1, 2022 – If you choose to pay your invoice(s) with a credit card, you will be charged a 3% surcharge. We do not accept debit card payments.

Waterstone shall have the option to charge 1½% interest on all past due accounts monthly. In the event of legal action to collect any past due amounts, the buyer shall be responsible for all attorney collection fees, court costs or other fees reasonable and proper for such collection(s).

### **FREIGHT:**

All orders are F.O.B. Murrieta, CA. In general, all goods are shipped UPS ground unless otherwise specified by the customers Purchase Order. Shipments that can be consolidated to a pallet size may be shipped via common carrier. Customer preferred shippers or method of shipment will be accommodated providing such preference is listed on the customers Purchase Order.

### **PRICING:**

All prices and terms are subject to change without notice.

### **CLAIMS:**

All claims for shortages or damages must be made within ten (10) days from receipt of merchandise. Claims for merchandise delivered damaged must be filed with the delivery carrier within 7 days. Request an immediate inspection by the carrier.

### **RETURNS:**

All returns are subject to the terms and conditions of the Waterstone warranty. A RETURNED GOODS AUTHORIZATION number (RGA #) must be obtained by the customer from the Waterstone Customer Care Department prior to any merchandise return. The RGA # must appear on the return packing slip/document and a copy of the approved pending RGA form must be in the box with the returned unit. Upon inspection, Waterstone, at its option will either repair or replace the item if the defect falls under the guidelines of the warranty. New, unused and sealed merchandise in its original packaging of current design purchased within the last 12 months that is accepted by the Company for return is subject to a 35% restocking charge. If the product returned is damaged by the recipient or damaged in transit for return, Waterstone has the right to rescind the restock fee and charge up to the full purchase price of the unit. All credits provided for returned product or otherwise are only valid for 90 days from date of approval and issue by Waterstone. If unused by the recipient after 90 days the credit is null and void, and the RGA product will not be returned. Credits can only be used for Waterstone merchandise.

### **MINIMUM ORDER:**

Order minimum is \$ 50.00 for active account.

### **DEFAULT:**

If a customer is in default under any order of contract with Waterstone, or if Waterstone at any time shall not be satisfied with its customer's financial condition or responsibility, Waterstone shall have the right, without prejudice, to legal remedy including suspending deliveries until such default or condition is remedied.

### **TITLE:**

All merchandise is sold subject to these conditions and shall remain the property of Waterstone until paid for in full, with the provision that all risk of loss or damage to merchandise is assumed by the customer.

## ORDER FULFILLMENT POLICY

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1. The customer's order will be entered into the order fulfillment system on the day the order is received, providing the order is received by 2pm Pacific Standard Time.
2. An order confirmation will be faxed or emailed to the customer within one working day of the entry of the order into the order fulfillment system. The order confirmation will contain anticipated ship date information and a listing of all items and the customer's cost pricing of these items.
3. The factory will endeavor to ship all orders received as quickly and completely as possible in a single shipment.
4. The factory will ship a customer's order complete whenever the customer places such a request in the body of their purchase order. Without this specific written request, Waterstone will ship partial shipments as they become available.

## DROP SHIP POLICY

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### **WATERSTONE DROP SHIPMENT OUT OF REPRESENTATIVES REGION POLICY**

1. Waterstone is committed to keeping our direct customers "selling field" as level and even as possible. Our customers invest in product displays, inventory, training of their sales staff, etc. Therefore, we wish to assist our customer's efforts to obtain excellent margins when selling our products.
  2. Waterstone will accept all orders from our direct purchase customers in qualified credit status and ship those orders to the customer's immediate local trading area. Any customer may certainly re-ship our product(s) after they receive them at their location of business.
  3. We will drop ship our product(s) for our direct purchase customer(s) within the geographic boundaries of their assigned Representatives Selling Region. We will not drop ship outside of these areas.
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For warranty claims or replacement parts, contact Waterstone customer service:

1-888-304-0660

support@waterstoneco.com

Hours are from 6:00am to 5pm PST



41180 Raintree Court • Murrieta, CA 92562 • [www.waterstoneco.com](http://www.waterstoneco.com)

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