



473 North 200 West | Cedar City, UT 84721 | ap@troneplumbing.com | 435-267-1496

COMPANY INFORMATION

Company Name: _____
DBA: _____
Primary Contact: _____ Email: _____
Phone: _____ Title: _____
Billing Address: _____
City: _____ State: _____ Zip: _____
Shipping Address: _____
City: _____ State: _____ Zip: _____
Website: _____

OWNERSHIP

List any individual or company that maintains a 20% or more ownership.
If there is a parent company list the parent company and its owners. Use a separate sheet if necessary.

Name : _____ Email : _____
Title : _____ Year Established : _____

Name : _____ Email : _____
Title : _____ Year Established : _____

COMPANY CONTACTS

Purchasing Dept: _____
Email : _____ Phone : _____
Accounts Payable: _____
Email : _____ Phone : _____

How would you like to receive your monthly statements? Mailed ____ Emailed ____

TRONE TERMS & CONDITIONS

TRONE reserves the right to change these Terms and Conditions at any time. TRONE is not responsible for typographical errors in pricing or product specification(s), inaccuracies in our catalog, pricelist, or marketing materials. Dealer agrees to review the Terms and Conditions on a regular basis, and be bound by these Terms and Conditions as they are updated or changed. **It is the dealer's responsibility to comply with and communicate all relevant TRONE Terms & Conditions to their client(s)/end consumers or third-party resellers.**

PURCHASE ORDERS

All purchase orders must be submitted to TRONE in writing, via EDI or email. Email purchase orders to support@troneplumbing.com. Purchase orders must include company name, purchase order number, complete billing and shipping addresses, telephone number(s) of the person receiving the shipment, TRONE model number(s), product description(s), dealer's product cost and any other applicable options. It is the dealer's responsibility to provide accurate information when placing purchase orders with TRONE.

Any purchase order changes such as address corrections or shipment redirection requests, as well as any order cancellations must be submitted by the dealer to TRONE in writing via email. All freight carrier charges (or other related charges) associated with these requests are the responsibility of the dealer or 3rd party recipient. If an item is refused when a delivery attempt is made by the freight carrier (shipping company) for any reason other than damaged merchandise or TRONE shipping error, the item may be treated as a buyer's remorse return and a potentially incur up to a twenty-five percent (25%) restocking charge along with any additional freight carrier charges (or other related charges) will be applied to the dealer's credit memo (refund). TRONE will acknowledge all orders via email. Dealer must review each acknowledgment, (which will confirm the order, quantities, price, and provide estimated shipping date(s)). Any costs incurred by TRONE as a result of order duplication or incorrect information are the responsibility of the dealer. TRONE order confirmation and these Terms and Conditions shall be deemed the final and complete agreement between TRONE and the dealer.

PRICES / PRICE QUOTES

TRONE price list reflects the Manufacturer Suggested Retail Price (MSRP or LIST price). Prices are subject to change at any time. Purchase orders are accepted based on the pricing in effect at the time the order is received by TRONE. **It is the dealer's responsibility to make sure there are no price or cost discrepancies when submitting a purchase order to TRONE.** All price quotes are firm for thirty (30) days from the date of quotation unless otherwise noted in such quotation. Unit prices are based on the quantities quoted and are subject to change if the quantity ordered differs from the quantities quoted.

TAXES AND SURCHARGES

No federal, state, or local sales taxes, surcharges or other governmental fees are included in TRONE's published prices or quotations (except when specifically noted). All prices are subject to increase or decrease when such taxes or fees are increased, decreased, or applied. Sales tax will be added to invoices where applicable unless the dealer provides TRONE a copy of a valid State Tax Exemption Certificate.

PRODUCT CHARACTERISTICS

TRONE reserves the right to discontinue, alter, modify, or redesign models at any time. All dimensions are approximate and subject to change without notice. For the latest up-to-date product information, technical drawings, manuals or any other details please refer to the TRONE website www.troneplumbing.com.

Every effort is made to display as accurately as possible the color, design and style of all TRONE products appearing on our website. Variations may occur due to the characteristics of individual computer equipment (monitor). TRONE is not responsible for variations in color or texture of the materials delivered in relations to samples and/or photos of the product. Such variations are not considered defects and any products returned for this reason may be considered a buyer's remorse return and potentially charged up to a twenty-five percent (25%) restocking fee.

SHIPPING AND DELIVERY

Shipments outside of the lower 48 states including but not limited to Alaska, Hawaii, Puerto Rico, Virgin Islands, Canada or International will require the dealer to provide their preferred freight carriers' account number when placing a purchase order with TRONE. Filing damage or loss related claims for shipments outside of the lower 48 states, is the responsibility of the dealer. If ordered items are in stock, they will be processed and shipped within 1-3 business days after the order has been confirmed. Products will be shipped to the delivery address specified on the purchase order. Once a shipment leaves our distribution facility, TRONE cannot guarantee the exact transit time or delivery date. The shipping company may be contacted for additional transit times and delivery information. TRONE will not ship orders of dealers whose accounts are past due Net terms, over their credit limit, on credit hold.

All large truck shipments (Common Carrier / LTL) are curbside delivery only. Dealer may request additional carrier services (such as "inside delivery or "white glove" service) in the purchase order. TRONE attempts to accommodate the request for the dealer for the additional services requested. For all curbside deliveries the receiving party should have assistance available to unload the shipment when it is delivered. Dealer must notify TRONE of recipients living in limited access/ limited delivery areas as additional communication and planning will be required with the carrier. In some cases, the freight may have to be picked up at the shipping company's local terminal or other location mutually agreed upon by the recipient and the shipping company. In such cases - TRONE will not be responsible for any additional coordination, credit to the dealer or charges from the shipping company. Any additional carrier charges resulting in provision of services is the responsibility of the dealer and/or end consumer. **It is the dealer's responsibility to communicate TRONE shipping policies and methods to their customers (end consumers).**

DAMAGES / LOSS

Customers are to be made aware of their rights and responsibilities as the end recipient (from here forward known as the "consignee") by the dealer. The National Claims Council Regulations specify that consignee must inspect, examine, and inventory the shipment as it is unloaded. Shipment must be inspected on arrival immediately for obvious signs of damage. Any and all shortages and damages must be written on the Bill of Lading (BOL). If any items are determined to be damaged or missing, consignee MUST note the item, the discrepancy, and the condition before signing, and then call dealer or TRONE to report any problems. All cartons should be opened for inspection. If there is the slightest doubt that the merchandise is damaged (concealed or not) it must be noted on the BOL, if a notation is not made, the liability to prove that the delivering carrier did the damage becomes consignee's responsibility.

If consignee has another person sign the BOL for them, for whatever reason, they are acting as consignee's representative; consignee should inform them that they should check for missing or damaged items. If the freight is signed for without notating damaged or missing pieces, it is not possible to get the freight companies to take responsibility.

The carrier's driver cannot leave until the BOL is signed (regardless of how much in a hurry they are). The driver should help with the receiving of shipment and answer any questions. While the driver is there, consignee is to compare the pieces of freight to the carrier's BOL. Only when it has been determined that the condition and quantity of freight is acceptable should the BOL be signed. The driver will provide a copy to consignee, taking the signed copy with them (as a delivery receipt). If a delivery receipt is not offered, consignee should request one, as it is their right.

The BOL is the only documentation of the condition of a shipment when it arrives at consignee's location, and without this document, consignee will be held accountable for items damaged or missing. The signature on the delivering carrier's BOL constitutes acceptance of the merchandise as is and in good condition. If consignee does not inspect before signing, they are waiving the right to collect on a damage claim even if the damage is discovered later (known as concealed damage).

Visible Damage or Loss: When shipments leave our distribution facility, all items are properly packaged and are in new/excellent condition - otherwise the freight companies will not transport them. Damage in shipping is rare but recipients should always check for evidence of damage or loss **BEFORE** signing for any shipment. The recipient must open all received boxes and inspect products for any damage within (3) business days after delivery.

TRONE will not accept any "damage or loss" reports after (3) business days past delivery date. TRONE will not be able to assist with any freight claims, provide replacement or credit after this period of time has passed. After the (3) business day grace period has passed, the customer will be charged for shipping and/or parts missing or damaged. Any external evidence of damage or loss that occurred during transit, considered "visible damage or loss", must be noted on the BOL and signed by the carrier's agent (driver). Customers should not accept any shipment that has apparent damage until the customer and carrier's agent notes and acknowledges such damage in writing on the BOL. Failure to adequately describe the visible loss or damage could result in the carriers' refusing to honor the freight claim. If the recipient is not given ample time by the freight carrier's agent to fully inspect all items or there is doubt that the items are not damaged - the client should note "**POSSIBLE DAMAGE - SUBJECT TO INSPECTION**" on the BOL. Unless visible damage is properly noted in writing (as described herein) - TRONE will not be able to assist with any freight claim, or provide replacement or credit.

Concealed Damage or Loss: Any damage that occurred during transit that was not visible at the time of delivery is considered "concealed damage or loss". It is possible to damage the contents of a box without damaging the outside of that box. If such a situation occurs, it is important to contact TRONE immediately for instructions. If a claim is to be filed, it is important for the recipient to save the box and all other packaging that the damaged merchandise arrived in, to be inspected by the freight carrier. **The recipient must open all received boxes and inspect products for concealed damage within three (3) business days after delivery. TRONE will not be able to accept any "concealed damage or loss" reports after three (3) business days past delivery date. TRONE will not be able to assist with any freight claims, provide replacement or credit after this period of time has passed.**

Lost in Transit: Prior to signing for the shipment, the recipient must note any missing boxes or packages. The BOL provided to the recipient on delivery will indicate the total number of pallets and/or boxes in the original shipment. Any discrepancy with the actual count must be clearly noted on the BOL. If such a note is not made and part of the shipment is missing, TRONE will not be able to assist the dealer or recipient in either the recovery of or compensation for any missing freight.

Additional Freight Charges: Any additional freight carrier fees or charges such as expedited shipping, re-delivery, special notification, inside delivery or any other "additional" service(s) are the responsibility of the dealer and/or dealer's client. If such services are requested by the dealer, end consumer or recipient of freight (acting as an agent on the consumer's behalf) are billed to TRONE, all such fees will be re-billed by TRONE to the dealer. If the freight carrier is unable to deliver freight due to problems contacting the dealer's client (recipient) or setting up delivery appointment, re-delivery and/or storage fees may be assessed by the freight carrier. All re-delivery and/or storage fees are the responsibility of the dealer and/or dealer's client (recipient) and will be billed to the dealer. **Additional charges will apply to special delivery areas which may include metropolitan delivery addresses (such as Manhattan for example), island areas with limited access or any other remote or limited access locations. These charges are the responsibility of the dealer or and/or dealer's client (recipient).** Special shipping and handling quotes are required for Alaska, Hawaii, Puerto Rico, Virgin Islands, Canada and all International shipments.

PRODUCT RETURNS AND CANCELLATIONS

Please be sure that all orders are complete and accurate before placing them with TRONE. Returning merchandise of this nature and size is very costly for all parties involved. End users should keep all original packing material, boxes, and documentation in the event that merchandise needs to be returned. Certain items may not be returned for credit. These items include: custom products, special orders, and items for display (displays). Return is only authorized for products which are still available in the most current TRONE price list (not discontinued or announced to be discontinued).

PRODUCT RETURNS WILL NOT BE ACCEPTED AFTER NINETY (90) DAYS FROM DELIVERY. Any credits issued by TRONE to the dealer will be in the form of a credit memo only.

A Return Merchandise Authorization (RMA) number is required from TRONE in order to receive a credit. RMA requests may be sent via email to support@troneplumbing.com. An RMA number must be obtained within ninety (90) days from date of product delivery. The RMA number is valid for thirty (30) business days. TRONE will not accept any returns unless an approved RMA number is clearly indicated on the returning shipment. Returning items should be sent back the same way they arrived (pallet, boxes, corners, etc.)

Upon receipt of shipment, TRONE will inspect the condition of the package within seven (7) business days. TRONE reserves the right to partially or wholly accept or deny any return. Any approved credit issued to the dealer's account will be adjusted by return shipping charges (unless the item was sent on dealer's freight account) and up to a potential minimum 25% restock fee.

To receive a credit the following conditions must be met:

All returned merchandise must be accompanied by a TRONE issued RMA number. Returning shipments not clearly marked with an approved RMA number will not be accepted. End-user is responsible for repackaging and return transportation. TRONE is not responsible for lost freight or damages caused by the shipper on returned merchandise. All claims must be made by end-user through the shipping party. All returned merchandise must be in original packaging, new and acceptable condition for product resale with no signs of wear or damage – not previously installed or used for display. No refund will be given if the product arrives broken, used or damaged. **There cannot be any damage to or writing on the packaging of the item(s) being returned. PRODUCT RETURNS WILL NOT BE ACCEPTED AFTER NINETY (90) DAYS FROM DELIVERY.**

I have read and agree to the TRONE terms and conditions:

Signature: _____ Print: _____

Date: _____