



## Standard Terms and Conditions of Sale

### TERMS AND CONDITIONS:

Purchases of products from Harcourt Industrial, Inc. ("Harcourt") will be governed by the Terms and Conditions outlined below, except as otherwise expressly set forth in a written agreement between the customer and Harcourt. No other agreements or understanding, oral or written, in any way purporting to modify these terms and conditions, whether contained in buyer's purchase order or elsewhere, shall be binding on Harcourt unless specifically agreed to in writing by an officer of Harcourt.

### RESELLER POLICY:

Harcourt currently supports our market on a direct-to-industry basis which provides our customers with the highest level of service and care. Becoming an approved Harcourt reseller requires specialist training to ensure continuous satisfaction with the end user. If you are interested in becoming an approved reseller, please contact: [sales@harcourt.co](mailto:sales@harcourt.co)

### PAYMENT:

If credit is extended, the customer agrees and understands that all invoices are due and payable within the agreed terms from the invoice date. A 1.00% processing charge will be added to all invoices paid by credit card. A finance charge at 1.5% per month (annual rate of 18% per annum) will be charged on balances over the agreed terms. If customer fails to make payment within the agreed terms, Harcourt may defer shipments until such payment is made, or may, at its option, cancel all or any part of unshipped orders. Should suit be instituted by Harcourt or their authorized representatives to collect any debts of the customer, the customer agrees to pay all actual costs of collection and attorney's fees and interest on past due amounts at the highest rate allowed by law. If credit is not extended, payment must be made by check upon receipt of goods, or by credit card with order placement.

### RETURN POLICY:

All standard catalog items may be returned within thirty (30) days from sale, provided they have not been used or modified and are in resalable condition. Returned goods may be subject to a 20% restocking charge. Any return of excessive quantities of standard catalog items may be refused at the discretion of Harcourt. Returned goods must have prior written authorization and be accompanied by a copy of our Shipper/Packing List. All shipments without a prior written return authorization and a copy of our Shipper on or in the package will be refused. Any discrepancies in your order (shortages, damages, wrong parts, etc.) must be brought to our attention within five (5) working days after receipt of goods. Custom made or special items cannot be returned.

### CANCELLATION POLICY:

If an order is cancelled through no fault of Harcourt there may be a restocking charge or production cancellation charge. These charges are applied to offset the costs incurred by Harcourt for handling and/or production work already performed. Special, custom or non-stock items are non-cancelable and non-returnable 24 hours after the order is acknowledged.

### BACK ORDERS:

All items temporarily out of stock will be backordered. Backordered items are placed on expedite and will shipped as soon as possible. If an order is not requested to ship complete, multiple backorder shipments may be made as items become available.

### PRICING POLICY:

Quantity discounts are available for many parts. Prices on blanket orders will be based on the quantity to be released for each shipment. Prices are subject to change without notice. Quoted prices will be valid for thirty (30) days, unless otherwise specified.

### PART NUMBERS:

All part numbers referenced on any document(s), whether it be on purchase orders, quotations, or any other forms are strictly descriptive only.

### ADVICE:

Harcourt assumes no obligations or liability for assistance given or obtained in connection with any goods sold. All such advice or assistance is given and accepted at purchaser's risk. Any decision as to use or installation of goods hereunder is that of the purchaser.

Harcourt Industrial, Inc. | 1100 East Whitcomb Ave | Madison Heights, MI 48071 | USA

P: 800/888-5033 | F: 866/432-9442 | E: [sales@harcourt.co](mailto:sales@harcourt.co)

[www.harcourt.co](http://www.harcourt.co)



**SPECIFICATIONS:**

All specifications are subject to change without notice.

**CERTIFICATIONS:**

All required product certifications **must** be requested at the time of quotation. This includes, but is not limited to, certification for the following: Heat Treat, Hardness, Chemical Testing, Material, and Finish. If not requested at the time of quoting *and* order placement, only our standard Certificate of Conformance will be provided. DFARS requirements do not apply to commercial off-the-shelf (COTS) items as defined in DFARS 212.102, except where specifically noted. Orders with certification requests that are communicated at the time of order but not requested at the time of quote will be subject to a requote.

**CUSTOMER FEEDBACK:**

The Harcourt team takes great pride in their work and strives for complete customer satisfaction. If you ever have any comments or suggestions on our products or service, please let us know. They are appreciated and will be taken seriously.

**BUSINESS HOURS:**

8.00 a.m. to 5.00 p.m. Eastern Standard Time, Monday through Friday.

**INTELLECTUAL PROPERTY:**

Harcourt is a registered trademark, and all rights are reserved in connection therewith.

All drawings, specifications and CAD models of products are proprietary to Harcourt and/or its licensors and are protected by copyright and similar laws worldwide. Customers may not copy or disclose the same to third parties other than the end user of any tooling into which the Goods are to be incorporated nor may items be manufactured or reproduced by or on behalf of a customer without the permission of Harcourt.

**LIMITED WARRANTY:**

Harcourt warrants that the products sold hereunder will be designed and manufactured to conform to the specifications in our catalogues. Any part or product which is returned and determined by Harcourt to be defective in material or workmanship will be repaired or replaced, or at Harcourt's option the purchase price may be refunded.

**WARRANTY DISCLAIMER:**

We do our best to represent our products as accurately as possible in both our catalog and website; however, all specifications are subject to change without notice and do not express or imply a warranty that the products are merchantable or fit for a particular purpose.

**COMPLETE AGREEMENT:**

These Terms and Conditions constitute the entire and exclusive agreement between the customer and Harcourt unless otherwise agreed in writing by Harcourt and signed by an officer of Harcourt. These Terms and Conditions shall cancel and supersede any previous terms and conditions. These Terms and Conditions shall be binding upon the successors and legal representatives of the customer and Harcourt.

**GOVERNING LAW; JURISDICTION:**

These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Michigan as applied to contracts made and to be performed in Michigan. Any action arising out of such purchase must be brought into the courts of Michigan. Purchasers consent to the jurisdiction of the courts in Michigan and to service of process by registered mail, return receipt requested, or by other manner approved by law.

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