

SUPERIOR

1300 GARFIELD AVE. SUPERIOR, WI
PHONE: (800) 826-7160
FAX: (800) 317-6457
MANIONS@MANIONSWHOLESALE.COM

ST. CLOUD

7705 305TH STREET ST. CLOUD, MN
PHONE: (800) 626-4661
FAX: (888) 600-9511
STCMANIONS@MANIONSWHOLESALE.COM

Terms and Conditions

Prices, Terms, and Discounts:

Prices are subject to change without notice. Prices in effect at the time of shipment are the effective selling price. Standard Terms are 3/4% cash discount if paid by the 10th of the following month, Net 11th. No discounts are allowed on sales tax, freight, or if your account is past due. Other terms and discounts may prevail at Manion's discretion. Manion's reserves the right to change the discount terms, particularly on direct shipments where factory terms may apply. A 1-1/2% service charge will automatically apply to all invoices not paid within our standard terms. Possession of a Manion's catalog, Webstore, or Manion Millwork configurator access does not necessarily constitute permission or an obligation to sell.

A \$250.00 MINIMUM ORDER IS REQUIRED FOR OUR TRUCK TO STOP. PLEASE REFER TO OUR WEBSTORE FOR CURRENT PRICING AND PRODUCT UPDATES.

Return(s) of Merchandise:

All merchandise returned must have prior approval and be accompanied by a packing list or an invoice. All merchandise returned must be in resalable condition. Special order and non-stock items are not returnable. Credit will be issued when merchandise is returned to our warehouse and is deemed Good Sellable Product. Not sellable material will not be returned to the customer. Pick up of returns will be on our regular delivery days. We do not make special trips to pick up returns.

NO PRODUCT IS RETURNABLE MORE THAN 6 MONTHS FROM THE INVOICE DATE.

Restocking Charges:

1. All returns 45 days from invoice date or less are subject to a 15% Restock Charge
 2. All returns 45-90 days from invoice date are subject to a 25% Restock Charge
 3. All returns 91+ days from the invoice date are subject to a 50% Restock Charge. Manion's OSR will have to inspect the merchandise before we pick it up.
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Special Returns:

No Return Products

Boulder Creek, JM CIMAX and AP Foil, 20' Vinyl, Restoration Millwork, Commodity priced Lumber, Plywood, OSB and Sheetrock as well as all special order items are not available to be returned.

Composite Decking

All composite decking will have a 25% Restock charge and no returns will be accepted 91 days or more from invoice. **NO CREDIT WILL BE ISSUED ON DAMAGED RETURNED PRODUCT.** Credit will be issued only on good material once it's at Manion's Warehouse.

Manion's Superior/St Cloud Transfers

Any non-stock items that are transferred from our other location(s) will have a 25% Restock Charge. The material will be inspected at the receiving location before credit will be issued.

Quality Edge

No returns on Quality Edge broken boxes. Full cartons only. Standard restock charges will apply.

Lumber Return Policy and Claims (Non-Commodity)

Lumber must have prior approval from a Manion's Sales Rep before returning and subject to a 15% restock. Manion's does our best to serve our customers with the best quality lumber within the grade specified. If you receive substandard lumber, you must notify us within 10 days of receipt. Please make every effort to inspect your lumber immediately.

Chargeable Pallets:

All Dealers receiving items shipped on pallets that we are charged for by the manufacturer will be charge what Manion's pays for them. You will be credited in full when the pallet is returned. Pallets need to be processed the same as all other returns.

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Defective Merchandise:

Except for special agreement in a separate warranty contract, Manion's only obligation shall be to replace said defective products provided:

- 1.) Material is proven defective.
 - 2.) The purchaser has notified Manion's within 10 days after the receipt of the material.
 - 3.) That Manion's has been given a reasonable opportunity to inspect the material.
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Shortage and Pricing Claims:

All claims for shortages and damage need to be noted on the driver's copy of the Bill of Lading at the time of delivery. Pricing errors must be made in writing within 30 days of the date of the invoice, after which the invoice will be deemed correct.

Freight and Freight Claims:

On all shipments, FOB Manion's warehouse, our responsibility ceases as soon as merchandise leaves our warehouse. All freight claims are the responsibility of the customer. Each shipment should be checked upon arrival in the presence of the agent or truck driver to make sure all items listed on the freight bill are delivered in good condition. If there is any damage or discrepancy it must be noted at that time. All claims must be filed with the carrier within 30 days from the date of shipment. Concealed damage should be reported within 10 days. All claims should be reported promptly to the carrier.

Any additional Freight and Fuel charges will be added to all Metal Sales orders at time of invoicing.

Order Cancellation:

Orders placed for shipment from the warehouse can be canceled providing that they have not been shipped. If an order is refused at the time of delivery or cancelled after the product has been loaded at Manion's warehouse the order will be subject to a 15% Restock Charge. Special orders or direct shipment orders can be canceled only with cancellation acceptance from the manufacturer and will be subject to the manufacturer's terms and restocking charges.



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Liability:

Manion's shall not be liable for an injury, loss, or damage arising out of the use or of the inability to use the product. Before using, the buyer shall determine the suitability of the product for his intended use, and the buyer assumes all risks and liability whatsoever in connection therewith. No claims will be allowed by Manion's to the original purchaser, or to anyone else, for the cost of labor extended, or for any separate, special, indirect, or consequential damage.

Stop-Over Charge: \$35.00 twice per week (subject to change)

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