# 2013 US Price List

## **Terms**

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Sales are net 30 days from the date of invoice for qualified, approved open accounts. All other orders will be C.O.D. or prepaid. Accounts past due are charged a 1.5% (18% annum) finance charge billed monthly on unpaid bills and will not be shipped merchandise until balance is current.

#### **Prices**

All prices are subject to change without notice and are not guaranteed. Prevailing prices at time of shipment will apply.

#### Minimum Order

No order will be invoiced for less than \$50.00USD plus shipping charges. An annual purchase of \$5000.00USD minimum is required to maintain an open account. 10% surcharge applies for items ordered in less than carton quantities.

#### **Drop Shipments**

Orders may be drop shipped with a 10% surcharge provided the minimum order requirement is met.

## **Freight**

Freight charges are prepaid and added to invoice. If invoice exceeds two thousand dollars (\$2,000.00USD net), full surface freight is deductible, provided invoice is paid within terms. The risk of loss passes to the buyer when the goods are shipped from GMS warehouses.

### **Delivery Conditions**

Specified shipping dates are based only on our best estimates, and cannot be guaranteed. We cannot accept orders, which are subject to a penalty clause. GMS is not responsible for, and assumes no liability for, any damages or penalties that might be incurred due to delay in the shipment of its products.

#### Title

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

#### Returns

Goods may not be returned without prior written authorization from GMS. Returned material must be sent prepaid or it will not be accepted. The returned goods must be accompanied by a written list of the items returned and must contain an explanation regarding the reason for the return. New and unused material of current design accepted by GMS for return is subject to a minimum of 20% restocking and handling charge. Any returns/exchanges due to errors in shipping are subject to restocking/shipping charges if errors are not reported within 2 weeks of receiving the order.

#### Guarantee

All GMS products are guaranteed against defects in material or workmanship. GMS does not, however, guarantee its products against defects due to improper installation, the failure to perform due to improper maintenance, or uses for which they were not designed. GMS' only obligation under this guarantee is to repair or replace any of its products assessed by GMS to be defective in material and workmanship after such product is returned to GMS within one year of purchase date by the original purchaser free and clear of all liens and encumbrances, along with proof of purchase and with shipping charges prepaid. GMS disclaims all liability for consequential, incidental or special damages, or lost profits or savings, even if GMS is aware of the possibility thereof, arising out of the purchase or use of products by buyer. Some states do not allow the exclusion or limitation or incidental, consequential or special damages, or lost profit or savings, so the above limitation or exclusion may not apply to the buyer.

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