



Standard Terms & Conditions of Sale

Terms & Conditions:

Purchases of products from Harcourt Industrial will be governed by these Terms and Conditions set out below, except as otherwise expressly set forth in a written agreement between customer and Harcourt Industrial, Inc. ("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.

Payment:

If credit is extended, the undersigned agrees and understands that all invoices are due and payable within the agreed terms from the invoice date. 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 undersigned, the undersigned 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 as long as they have not been used or modified and are in resaleable condition. Any defective or incorrectly shipped merchandise can be returned using our shipping account number and no restocking fee. Custom made or special items cannot be returned. All shipments without our RGA number clearly indicated 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 seven (7) days after receipt of goods.

Cancellation Policy:

If an order is cancelled through no fault of Harcourt there may be a restocking charge or production cancellation charge. These fees are applied to offset the costs incurred by Harcourt for handling and/or production work already performed. Custom made or special items cannot be cancelled.

Back Orders:

All items temporarily out of stock will be back ordered. Back ordered items are placed on expedite and will normally be shipped the same day we receive them.

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.

Complete agreement:

These Terms & Conditions constitute the entire and exclusive agreement between the customer and Harcourt unless otherwise agreed in writing by Harcourt and this agreement signed by an officer of Harcourt. These Terms & 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 & 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.



Company Policies

Limited Warranty:

Harcourt warrants that the products sold hereunder will be designed and manufactured to conform with the specifications in our catalogs. 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 product 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.

Part Numbers:

All part numbers referenced on any document(s), whether it be on purchases orders, quotations, or any other documents 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.

Specifications:

All specifications are subject to change without notice.

Customer Comments:

Harcourt as a company 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 5.00p.m. Eastern Time, Monday through Friday.