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Website: www.patecurbs.com Email: sales@patecurbs.com

## TERMS OF SALE

- Quotations are valid for a period of (30) days. In rare instances (such as strikes, material supplier outages, severe weather, etc.) Pate may decline to honor quotes that are still valid.
- Quoted ship dates are only estimates. Pate does not commit to a ship date until the PO is received and the Sales Order is processed.
- Written Purchase Orders and Change Orders are required for all orders. Verbal orders will not be accepted.
- Any claims for damage, shortage, incorrect materials, or loss during transit must be filed with The Pate Company, in writing, within seven (7) days of delivery. Damage by carrier must be noted on BOL at time of delivery.
- Pate's credit policy is "prepayment" on all initial orders for new customers. New customers may apply for an open credit account for second and/or repetitive orders.
- New customers and existing "prepayment" customers without an open credit account are welcome to purchase with a check, ACH, or credit card (Visa, Mastercard, AMEX). A processing fee will be applied to all credit card transactions.
- The Pate Company does **NOT** accept Pay When Paid payment terms. The Pate Company does **NOT** accept any retention or retainage amounts.
- Customers may apply for an open credit account by completing a credit application and providing credit references.

  Customers with Paydex scores of 70 and above, and positive credit references, may be granted an open credit account.
- The Pate Company is required to collect and remit sales tax when we ship products into approximately twenty-one (21) states. In these states, sales tax will be added to each invoice unless a valid sales tax exemption certificate for the Ship-To state is on file with Pate at the time the customer places the order.
- When customers request a sales tax refund after Pate has issued an invoice for a Sales Order, Pate will charge a service fee of \$50.00 per invoice to file for the sales tax refunds.
- Pate will not be liable for any costs associated with project delays related to third party carriers.
- The standard Pate warranty is available on our website.
- Back charges will only be accepted when approved by Pate, in advance and in writing.
- Pate **STOCK** items may be returned within ninety (90) days of the date of original sale. Returns will be subject to a restocking fee and must be approved by Pate, in advance and in writing. Returns must be accompanied by a Return Material Authorization (RMA), or the return will not be accepted by Pate.
- Pate **CUSTOM** (non-stock) products may not be returned.

Pate website: www.patecurbs.com Effective February 15, 2024