



603 "L" Street | Lincoln, NE 68508  
ph 800-637-7968 | fax 800-638-0698 | www.IPIbyBison.com

## IPI by BISON STANDARD TERMS AND CONDITIONS

**Quote Validity Duration:** Prices on all quotations are held firm if order is placed within 60 days of the date of the quote. Orders placed more than 60 days after the date of the quote **and/or** orders shipped 365 days after the date of the quote are subject to repricing.

**Credit:** After initial invitation to become an IPI by Bison dealer, application for credit must be completed prior to any quote or order activity. Please allow up to 3 weeks for your references to respond. If immediate shipment of an order is required, it may be prepaid. Shipments will be discontinued on past due accounts and credit terms will be reinstated at the sole discretion of IPI by Bison. Past due accounts may not request COD shipment unless the COD amount includes the complete past due balance plus the new COD order. There will be a \$50 charge on any returned check. Due to the custom built nature of some products, orders will require cash in advance (CIA) terms for dealers without current open account status.

A 3% credit card surcharge will be applied to all VISA and Master Card payments. Credit cards may be used to prepay orders by new dealers pending credit approval with the 3% surcharge.

**Terms** Standard terms are net 30 days from date of invoice with approved credit. A 1.5% per month service charge will be assessed and collected on all past due invoices. Shipments will be discontinued on past due accounts (see **Credit** above). All prices shown are FOB factory unless it has been quoted to include freight. All published prices on standard items in the IPI Dealer Price List are subject to change without notice and merchandise will be invoiced at prices in effect on the day of shipment.

### **Freight**

- All published prices on standard items are FOB Lincoln, Nebraska.
- Freight quotes are provided by IPI by Bison as a service and cannot be guaranteed beyond 60 days due to factors outside our control including rate changes, surcharges and special fees.
- IPI by Bison reserves the right to select the carrier on all shipments where IPI by Bison has quoted freight.
- Under no circumstances will IPI by Bison be responsible for special charges levied by any carrier including but not limited to lift gate, call ahead, residential, inside delivery or other non standard charges necessary to complete the delivery whether specifically requested by the dealer or not.
- Dealer may request a specific common carrier on shipments where dealer will pay the freight. Request must be included in writing on dealer Purchase Order. These shipments must be Collect or Third Party billed. There will be a non-negotiable, 3% Administrative Freight Handling Fee on all orders where the customer handles the freight arrangements.
- All small package shipments are generally made by FedEx Ground and prepaid and added to the invoice unless otherwise quoted.
- Dealer may request UPS shipment but must provide an account number in writing on each Purchase Order so freight can be billed directly to that account.

**Goods Damaged in Transit** *Goods damaged or suspected to be damaged in transit should not be signed for until the customer has noted the nature and extent of the damage on the freight bill. It is the dealer's responsibility to note damage or shortage at time of delivery. It is the IPI Dealer's responsibility to notify any drop ship recipient including installers or contractors of required procedures.*

**Refusal of Shipment** If an order is refused by the Dealer or customer, unless because of an IPI by Bison shipping error, the customer will be charged for all freight and a restocking charge of 30% of the invoice with a minimum restocking charge of \$50 on standard items. No credit will be issued for any built-to-order equipment.

**Backorders** Normally shipments are held until order can be shipped complete. Dealer may request partial shipments but will be responsible for all extra freight bills.

**Warranty** All products are warranted against manufacturing defects at the time of delivery. In addition, some products are covered by warranties stated in the description of the product. Where listed as "limited", warranties shall cover damage or failure that occurs during the course of "normal or intended use" of the warranted product. Normal or intended use shall be described as activity that is necessary for the participation in the sport for which the equipment is designed.

IPI by Bison will pay ground freight only to replace damaged or defective merchandise. IPI by Bison will not be responsible for labor costs incurred due to product defects without prior written approval.

**Return Policy** No merchandise may be returned without prior authorization. All built-to-order custom gym equipment is NOT returnable. Merchandise returned without a return authorization number will be held for no more than 10 days at which time all return credit is forfeited. Upon receipt for request for return, an authorization number will be issued by IPI by Bison and must appear on all return shipping labels. All returns must be shipped prepaid to 1100 SW 6<sup>th</sup> Street, Lincoln, NE 68522. Collect returns will not be accepted. Credit for defective merchandise will be issued **only** when our inspection department determines the merchandise is covered by warranty. All non-warranty, salable non-custom merchandise returned is subject to a 30% restocking charge plus all freight costs with a minimum restocking charge of \$50. **DO NOT RETURN BY US POSTAL SERVICE.**

**These conditions and terms supersede any that may appear on buyer's purchase order. Possession of price list or catalog does not constitute an offer to sell.**