



Nelson Irrigation Corporation



848 Airport Road, Walla Walla, WA 99362-2271

## STANDARD SALES ORDER TERMS & CONDITIONS

**Terms:** Payment terms will be included on the invoice, no statement will be provided. Interest at the rate of 1½% per month will be charged on past due balances. In addition, past due accounts will be placed on hold until the account is brought current. Once an account is more than 30 days past due, credit worthiness must be re-established to return to open account status.

**Credit Limits:** Credit limits are set on each account and the Nelson Territory Manager is responsible to maintain these at the proper level.

**Freight:** F.O.B. Nelson shipping point. Title and risk of loss shall pass from Nelson to customer upon delivery to Nelson's shipping point.

**General:** Prices are subject to change without notice. All orders will be subject to the prices in effect on the shipment date. Stocking order quantities may be adjusted to match standard factory shipping package quantities. Delivery estimates are made in good faith but are subject to delays due to government restrictions, failure of our suppliers to deliver, fire, strikes, pandemics or other causes beyond our control.

**Errors:** Claims for errors in packing must be made within five working days after shipment is received. Claims for pricing or other errors must be made within 30 days after receipt of merchandise.

**Returns:** Upon Nelson's written authorization only, equipment in new and salable condition may be returned freight pre-paid for credit. Returned goods are subject to a 20% re-handling charge.

**Cancellations:** Orders may be modified or cancelled not less than 15 working days prior to scheduled shipment, at no cost.

**Acceptance:** Receipt of confirmation of order by customer constitutes acceptance of these terms & conditions without change.

**WARRANTY and DISCLAIMER:** Nelson products are warranted for one year from the date of original sale to be free of defective materials and workmanship when used within the working specifications for which the product was designed and under normal use and service. The manufacturer assumes no responsibility for installation, removal or unauthorized repair. The manufacturer's liability under this warranty is limited solely to replacement or repair of defective parts, and the manufacturer will not be liable for any crop or other consequential damages resulting from any defects in design or breach of warranty. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSES and of all other obligations or liabilities of manufacturer. No agent, employee or representative of the manufacturer has authority to waive, alter or add to the provisions of warranty, nor to make representations or warranty not contained herein.

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These Standard Terms and Conditions are subject to change from time to time.

innovation in irrigation™

Telephone: 509.525.7660 Facsimile: 509.525.7907 E-mail: [info@nelsonirrigation.com](mailto:info@nelsonirrigation.com) Web site: [www.nelsonirrigation.com](http://www.nelsonirrigation.com)