

Standard Terms & Conditions

PRICING: Pricing and specifications are subject to change without notice.

CREDIT: Open account terms of Net 30 Days with prior credit approval. Invoices are due within 30 days of invoice date. Accounts past due will be put on hold or C.O.D and will be subject to 1.5% interest per month (18% annual rate) or such other rate allowed by state law.

MINIMUM QUANTITY: Stock parts must be ordered in standard carton quantities, and some non-stock parts may be subject to a minimum quantity requirement. If Phoenix Stamping Group, LLC agrees to ship less than the minimum quantity, a 15% repackaging fee will be applied to all parts which do not meet the minimum quantity requirements.

FREIGHT: F.O.B. Atlanta, GA (unless other terms have been established).

PROPRIETARY INVENTORY: Phoenix Stamping Group, LLC will stock material (raw material, WIP and finished goods) to cover the customers' needs for a 90-day period at the finished good product level. The amount of material that is stocked will be based on an annual review of previous volume consumed over the past 12 months. In the event that business with Purchaser ceases for any reason (i.e. bankruptcy, sale of the business, or for any other reason), Purchaser agrees to take the proprietary inventory within six (6) months from the last invoice date, and if not, customer releases and grants permission to Phoenix to sell the product. This would include, but not limited to, selling the proprietary inventory on the open market.

SHORTAGE / DAMAGE: Phoenix Stamping Group, LLC, is not liable for damage or loss of merchandise once it has left our warehouse. Purchaser is solely responsible for filing claims against the carrier for any loss or damage upon receipt of merchandise. We will make a reasonable attempt to assist you in securing an adjustment for any loss or damage provided you have filed a claim with the carrier. Claims for shortages in shipments must be made within 10 days of receipt of product.

RETURNS: No product or part can be returned for credit without authorization from Phoenix Stamping Group, LLC. Returned parts will only be accepted if returned within 30 days of the purchase. All parts returned must be in good and resalable condition. Returned parts that were shipped as ordered will be subject to a minimum 15% restocking fee. The return of obsolete, discontinued, modified or customer specific parts is not permissible. Parts shipped in error will be allowed full credit upon return.

SALES TAX EXEMPTION: All products sold by Phoenix Stamping Group, LLC are intended for resale. To avoid being charged sales tax, please provide us with your tax exemption number.

LIMITED WARRANTY: Phoenix Stamping Group, LLC warrants solely to Purchaser that the parts delivered will be the kind specified without defect in material or workmanship; no other express warranty is made. No independent agent or representative of Phoenix Stamping Group, LLC has authority to bind Phoenix Stamping Group, LLC to any promise, representation or warranty of goods. THERE ARE NO GUARANTEES OR WARRANTIES WHETHER EXPRESSED OR IMPLIED, FOR FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, OR OTHERWISE WHICH EXTEND BEYOND THOSE EXPRESSLY STATED HERE. In no case shall the terms and conditions shown on a purchase order issued by the Purchaser supersede the terms and conditions shown in this proposal. If, within a reasonable time, it is demonstrated that the goods delivered do not conform to the specifications above, Phoenix Stamping Group, LLC, at its option, shall repair, replace or refund the purchase price of the parts. Any liability of Phoenix Stamping Group, LLC to the Purchaser arising out of, or in connection with, the sale, delivery and/or use of the parts described therein shall not, in any case, exceed the purchase price of the goods and materials or any part thereof furnished. The foregoing shall constitute the sole remedy of Purchaser and sole liability of Phoenix Stamping Group, LLC. In no event shall Phoenix Stamping Group, LLC be liable for special, consequential or incidental damages.