



**ACTIVE**  
**BOLT & SCREW CO.**

## Terms and Conditions of Service

Rev. 5/24/2024

**\*\*All transactions are subject to the following\*\***

### Payment Terms

- Customers wishing to open an account must complete a credit application to Active Bolt's satisfaction and pay for the initial order by credit card, company check, or cash.
- Standard terms are Net 30 Days for approved open accounts.
- Customers preferring not to complete a credit application will be considered collect on delivery. Such accounts may be required to pay in advance for non-stock items\* and/or specials\*\* at Active Bolt's discretion.
- Invoices dated more than 30 days prior to the current date will be considered past due. For invoices:
  - 15 days past due – a courtesy call or email to the customer's Accounts Payable contact will be attempted.
  - 30 days past due – the open account will be placed "on hold," during which no firm orders may be taken. The account will remain "on hold" until payment for all balances over 30 days past due have been received. A second A/P contact will be attempted as notification.
  - 45 days past due – an additional A/P contact will be attempted.
  - 60 days past due – one final A/P contact will be attempted.
  - 90 days past due – the account will be closed and turned over to collections.
- Active Bolt reserves the right to correct any and all clerical errors.
- Active Bolt sends terms invoices by mail or email only. The customer is responsible for any additional action required to process invoices for payment.
- All orders may be subject to a \$15 invoice minimum.
- Any terms discounts are void if paying by credit card.
- Any invoices billed on terms may be subject to an additional 3% fee if paid by credit card.

### Sales Tax Exemption

- By law, Active Bolt charges Tennessee sales tax on any order picked up at its facility, delivered on its truck, or shipped to a business that has a registered entity in Tennessee, regardless of the state in which conveyance takes place, if the customer has not established exemption status and provided a valid exemption certificate.
- Atypical sales tax status (status other than that of the majority of account orders or otherwise specifically established) on any given order must be declared and Active Bolt have received or have on file a Tennessee sales tax exempt certificate **prior to conveyance of the order**. Active Bolt may not refund or credit sales tax on an order after it is billed, regardless of the customer's typical sales tax status. Charged sales tax

appears on a standard Active Bolt order acknowledgement, and it is the customer's responsibility to request a correction to sales tax status prior to order conveyance.

- The customer assumes all liability for failure to pay legally required sales tax, Tennessee or otherwise.

### **Order Acknowledgement**

- Orders should not be considered confirmed without receipt of an Active Bolt acknowledgement document.
- Active Bolt must be notified of any discrepancies between the customer's order and our acknowledgement by the end of business hours of the current day, or immediately after receiving the acknowledgement in the case of specials\*\* subject to Active Bolt's discretion. Active Bolt is not liable for discrepancies not corrected within these timeframes.

### **Will Call**

- Any will call orders not picked up within 10 business days of completion may be delivered or shipped to the customer based on information on hand at the customer's expense, subject to the conditions below.

### **Delivery**

- Active Bolt offers standard delivery within the Memphis metro area. Special arrangements may be made on a per customer basis.
- Delivery is complimentary for orders at least \$500 in total or for customers regularly purchasing an agreed-upon monthly minimum. Any others may be subject to an added charge and delivery truck availability.

### **Shipping**

- When specific shipping instructions are not provided, Active Bolt will use its best judgement to determine the best means of conveyance. Unless a collect account is given or specified in our records, freight costs will be prepaid and added to the invoice.
- Expedited shipping is non-cancellable after an order is acknowledged. Expedited shipping will not be refunded in the case of a return or exchange, subject to the conditions below.
- Unless established otherwise by the policies of the carrier in question, all goods shipped collect become the customer's property upon conveyance to the carrier.
- Active Bolt is not responsible for replacement of lost or damaged goods if not notified within 10 business days of expected delivery under any circumstances.
- Active Bolt considers valid carrier tracking information to be proof of delivery.

### **Order Discrepancies**

- Active Bolt is not responsible for replacement of incorrect parts, shortages, or other order discrepancies if not notified by email to [sales@activebolt.com](mailto:sales@activebolt.com) within 10 business days of order receipt.

## Returned Goods/Cancellations

- Goods may not be returned to Active Bolt without authorization in the form of an Active Bolt RMA (Return Material Authorization) document or its corresponding reference number under any circumstances. Active Bolt is not responsible for goods lost or credits not finalized due to lack of this information or otherwise improperly conveyed. It is the returner's responsibility to obtain their own proof of return.
- Stock items can be returned but may be subject to up to a 30% restock fee if not exchanged for others of roughly equal or greater value.
- Non-stock items\* may or may not be returnable, subject to a review of the case in question at the time of the request, with a restock/return shipping fee at minimum.
- Specials\*\* are non-cancellable and non-returnable after acknowledgement, no exceptions.
- Any purchases by resellers are non-cancellable and non-returnable.
- Requests for returns of any kind, including those under the above conditions, may not be accepted more than 30 calendar days after conveyance.
- Upon return, goods deemed by Active Bolt to show evidence of significant use, improper storage (including but not limited to prolonged exposure to water and/or outdoor elements), or any other wear or damage may be rejected at that time, regardless of any previous return agreement. Attempted return of goods different than those originally purchased from Active Bolt will be similarly rejected.
- Returns against orders on open terms will receive a credit memo for account credit unless specifically agreed otherwise. Credits may be void if not used within 90 days of return. All other orders will be refunded via the original payment method.

## Certificates

- A copy of material test reports for pressure flange and structural fasteners, proof of origin for orders with country of origin requirements, and certificates of conformance for any other goods will be provided free of charge ***if requested at or prior to order placement***, or a demonstrable standing requirement is established on a per customer basis.
- Certificates requested after fulfillment of an order or not meeting the conditions above are subject to \$10 charge per document, including additional copies.
- Properly requested certificates will appear as the first line item on an order's packing list, and the initial complimentary copy will be considered fulfilled if Active Bolt's copy of the packing list bears proof of delivery.

## Miscellaneous

- Active Bolt will not be liable under any circumstance for breach of contract.
- Active Bolt reserves the right to change all above terms & conditions without advance notification.
- Active Bolt's terms and conditions supersede those of the buyer in any instances of conflict.

\*Non-stock items – parts with standard availability but not kept in stock at Active Bolt.

**\*\*Specials – parts with limited or no standard availability that must be manufactured specifically for the customer's order.**