



100 River Ridge Circle • Jeffersonville, IN 47130  
Phone: 1-866-247-4827 • Fax: 1-800-784-3458  
www.clclair.com

## Terms and Conditions of Sale

Effective: December 28, 2016

### Pricing

Prices are subject to change without notice. Price changes are effective on a specified date. All orders received on or after that date will be invoiced at the revised price.

### Payment Terms

All sales are net 30 days from date of invoice (no discounts), unless special credit terms have been established in advance. Invoice date corresponds to date of shipment.

Invoices more than 15 days past due may result in a credit hold being placed on the account until it is current.

A 1½% per month finance charge (18% annual percentage rate) will be added to all invoices over 30 days past due, plus attorney's fees, collection charges or court costs if these expenses are incurred.

### Minimum Order

The minimum order is \$100 net (excluding freight). Orders for less than \$100 will not be accepted.

### Add-On Orders

Additional items may be added to the original order as long as it has not been produced. The ship date will be rescheduled to meet the lead time of the additional items. If the add-on items are received too late to be included with the original order, a new order will be entered subject to the conditions for a new order, including the \$100 minimum order requirement and minimum order quantities to qualify for full freight allowance.

### Acceptance of Orders

All orders are subject to acceptance by CLARCOR Air Filtration Products (CLARCOR Air) in writing. Verbal orders will be accepted subject to receipt of written confirmation in a timely manner. Verbal orders will not be shipped until written confirmation is received.

### Cancellation of Orders

Orders for stock products or parts may be cancelled prior to shipment without penalty. If the order has shipped, it may be returned subject to the CLARCOR Air Returned Goods Policy.

Orders for special sizes or non-stock products or parts may not be cancelled after the production process has begun. If cancellation is desired, contact Customer Service to determine if production has begun.

### Standard Packaging

All standard size products are shipped in standard package quantities as listed on the price pages at [www.clclair.com](http://www.clclair.com) under the LOGIN section. Orders for less than full carton quantities will be increased to the standard package quantities. See standard package quantities on the price pages in the LOGIN section at [www.clclair.com](http://www.clclair.com).

Made-to-order products are packaged at the discretion of the factory. Special size pleated panel filters and fiberglass and synthetic media throwaways also require full carton quantity purchases. All special size 1" and 2" should be ordered in multiples of 12. 4" pleated products should be ordered in multiples of 6. Minimum order required.

For customers that require their orders to be palletized and shrink wrapped, there is a \$15.00 charge per pallet added to their order and invoice.

### Freight Terms

All material will be shipped FOB factory, and shipment will be subject to CLARCOR Air's standard freight terms. Risk of loss will pass to the purchaser upon delivery to the carrier. FOB factory means that the purchaser is responsible for filing freight damage claims. Freight claims for carrier damages and shortages are the responsibility of the purchaser.

See **Freight Policy** at [www.clclair.com](http://www.clclair.com) for more information.

### HEPA Filters Shipping Policy

CLARCOR Air does not, by established policy, ship HEPA filters via quick-ship/overnight services due to the possibility of damage that will compromise the integrity of the product. This damage results from the packaging and handling procedures used by these services. Due to the stringent performance requirements assigned to HEPA filters, and the need to sustain performance in application, CLARCOR Air has established shipping standards that best support HEPA products. These standards do not include quick-ship/overnight delivery.

However, if a customer insists on using quick-ship/overnight delivery services for delivery of HEPA filters, the customer assumes all financial and quality liability for the product and its transportation. All warranties for HEPA filters delivered in this manner will be deemed void and of no effect (i.e., sold "AS IS, WHERE IS, NO EXPRESS OR IMPLIED WARRANTIES"), CLARCOR Air will not be liable for any damages caused by the HEPA filters (including actual, direct, special and consequential damages) or for the failure of such filters to perform in accordance with their specifications.

### **Delivery**

Any delivery date specified shall be approximate only. CLARCOR Air will not be in default or liable for any expense, loss or damage occasioned by a delay in performance due to causes beyond its control, including but not limited to labor disputes, floods, fire, transportation delays, inability to obtain materials, or manufacturing equipment breakdown.

### **Acceptance of Products**

Upon delivery, the purchaser will inspect the products or parts and notify CLARCOR Air of any nonconformity. Failure to give such notice within 60 days after delivery will constitute an irrevocable acceptance of the products or parts, and the purchaser will be obligated to make payment in full. Upon notice of nonconformity prior to acceptance, as purchaser's exclusive remedy, CLARCOR Air, at its option, will either repair the products or parts or accept the prepaid return of the products or parts and refund all payments, excluding freight, made to CLARCOR Air.

### **Title**

Title to any product or part will pass to the purchaser upon the later of acceptance as provided above or payment in full.

### **Special Pricing**

Any agreed-upon deviation in price from standard pricing must be confirmed in writing by CLARCOR Air. A special quote form will be issued to specify the product or part, price, expiration date and other provisions. All orders received involving special pricing must clearly indicate the special quote number on the purchase order.

### **Placing Orders**

To place an order, call 1-866-247-4827.

### **Remittances**

Remittances should be sent to:  
CLARCOR Air Filtration Products, Inc.  
P.O. Box 404201  
Atlanta GA. 30384-4201

All payments should clearly indicate the customer's purchase order number and CLARCOR Air invoice number to assure credit is applied to the proper account.

### **Returned Product**

Standard product and standard sizes are allowed to be returned. Equipment, housings, non-standard size products and HEPA filters are not eligible for return. See **Return Policy** at [www.clclair.com](http://www.clclair.com) for more information.

### **HEPA Filters Return Policy**

HEPA filters are not eligible for return. CLARCOR Air conducts stringent quality testing on every HEPA filter manufactured. Strict shipping standards are adhered to for every HEPA order. Should your HEPA filter be damaged upon arrival, you should file a claim with your carrier.

### **Warranty**

CLARCOR Air warrants to the original purchaser that its products and parts thereof will be free of structural or mechanical defects due to faulty materials or workmanship during the useful life of the product or part (or such shorter period as is specified in the product literature or manual for a particular product). This warranty applies only to products or parts manufactured by CLARCOR Air and is contingent upon the following conditions: that the purchaser promptly notify CLARCOR Air of the defect; that the purchaser establish that the product has been properly installed, maintained and operated within the limits of normal usage as specified by CLARCOR Air; and that, at CLARCOR Air's request, the purchaser return the defective product or part to CLARCOR Air at the purchaser's expense. CLARCOR AIR MAKES NO OTHER WARRANTIES AND SPECIFICALLY MAKES NO IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT.

### **Limitation of Liability**

As the purchaser's exclusive remedy for any claim (whether in warranty, contract, tort or strict liability), CLARCOR AIR, at its option, will repair or replace the defective products or parts or refund the purchase price of defective products or parts. CLARCOR AIR will not be responsible for labor or transportation charges for the removal, return, reshipment or reinstallation of products or parts. IN NO EVENT IS CLARCOR AIR RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATING TO ANY CLAIM (WHETHER IN WARRANTY, CONTRACT, TORT OR STRICT LIABILITY), INCLUDING WITHOUT LIMITATION CLAIMS FOR INJURY TO PERSON OR PROPERTY OR LOST PROFITS.

### **Applicability of Terms**

These terms and conditions of sale constitute the entire agreement of the parties and supersede any prior oral representations, correspondence, proposals or agreements. The purchaser will be deemed to accept these terms upon shipment of products or parts. Any additional or different terms in the purchaser's purchase order will be deemed objected to by CLARCOR AIR and of no effect. These terms may be amended only in writing.

### **Governing Law**

The contract for the supply of products or parts will be governed by the laws of the State of Indiana.