

**Effective July 1, 2022**

Supersedes all previous  
Terms and Conditions of Sale



# Terms & Conditions of Sale

For expanded print version, request brochure Y-100

## GENERAL

The following information herein set forth is directed to Distributors and Dealers of **LEE DAN** products only and is in lieu of any other terms and conditions of sale, either expressed or implied. No person is authorized to assume for **LEE DAN** any other liability in addition to those set forth herein, without the written consent of an officer of **LEE DAN**. Approval will be withdrawn if the Distributor or Dealer is not producing sales volume satisfactory in the judgment of **LEE DAN**, or is otherwise in breach of the terms and conditions of sale as set forth below.

## ACCEPTANCE OF ORDERS

Orders are subject to acceptance by our sales and credit departments. **LEE DAN** will not be responsible for any errors caused by verbal orders. Claims for errors can only be made on written purchase orders.

## TERMS

Firms wishing to establish open terms, must submit a properly completed credit application form Y-101. Please allow 1-3 weeks for processing. Until credit is established, all orders are strictly C.O.D. or 100% prepaid at time of order. All credit card orders must be prepaid in full at time of order. All credit card orders are subject to a standard credit convenience fee.

Prepayment, or C.O.D. payment by cash, certified check, or money order, may be required of businesses without a favorable credit rating or history.

Once credit is established, standard open terms are 1%-10, NET 30 DAYS. All shipments are invoiced as of the date of shipment. A discount of 1% of the value of goods (excluding freight and tax) may be taken off payments made within 10 days of the date of invoice. Payment is due within 30 calendar days of invoice date.

Postdated checks will not be accepted at any time. A service charge of at least \$40.00 will be debited to any customer whose check is returned to us by the customer's bank. Any customer with two (2) returned checks in any 12 month period may be converted to a prepayment with order account, with funds to be cleared before shipment.

A finance charge of 1.5% percent per month (18% yearly), will be imposed on past-due balances over 30 days old. All shipments will be withheld from any customer with a balance over 45 days old, until payment is made in full, and credit is reestablished.

All orders for custom-made, or special order merchandise are subject to a binding non-refundable deposit, regardless of customer's regular terms with us.

All customer's terms are subject to review and revision, at any time, by our credit department.

All customers submitting a credit application (Y-101) for approval, accept liability for all legal and/or collection fees incurred by **LEE DAN** in any legal suit or collection activity, undertaken for the purpose of collecting any sum due past 90 days. This liability shall not exceed 30% of unpaid balances, including finance charges.

## MINIMUM ORDERS

There are no minimum order requirements, however, due to the cost of handling small orders, there is a \$6.00 handling charge on orders under \$35.00 (merchandise value).

All lobby panels and custom made items carry a minimum production charge. See custom panel price list for more information.

## FREIGHT POLICY

Open term shipments totaling \$1,300 or more, to one destination, at one time, will be shipped freight paid within the 48 continental United States (excludes Alaska & Hawaii), except\* as shown below.

\***Exceptions:** All Credit Card, C.O.D., prepaid, drop-shipped, and orders shipped outside continental U.S., regardless of dollar amount, are F.O.B. **LEE DAN**, Hauppauge NY or other shipping point.

Drop-shipped (sent to 3rd party) and orders shipped on customer freight account are subject to additional \$5.00 per carton handling fee to cover the cost of additional handling.

Split or delayed shipments, requested by the customer, will be treated as separate orders under the terms above. Customers are responsible for any address correction fees.

**LEE DAN** reserves the right to choose the method of shipment for freight paid shipments. If we are unable to ship the most economical way, because of a strike by the carrier, etc., or when a customer specifies that a freight paid order be shipped other than the most economical way (i.e. Fed-Ex, UPS-Blue, etc.) regular prepaid terms apply, except the difference between actual charges and the cost of most economical freight will be added to the customer's invoice.

**LEE DAN** reserves the right to charge freight on normally freight paid orders in special cases. In these instances, customers will be notified in advance.

## CLAIMS FOR BREAKAGE OR NONRECEIPT

Responsibility is transferred to consignee after bill of lading, express receipt, or shipping memo is signed. Claims must be made to the transportation company. Inspect shipments for damage upon arrival. Damage should be noted on packing slip by freight or express agent to press claim. Short shipment claims must be made within seven days of receipt. Failure to do so nullifies any claim against us.

## LIMITED WARRANTY

**LEE DAN** warrants all products bearing the **LEE DAN** name to be free from defects of material and workmanship, under normal use and service, for a period of one (1) year from date of delivery, and will repair or replace (at our option), free of charge, any unit that is found to be defective and returned to us under warranty.

All other products distributed by **LEE DAN** (made by others), are covered by the manufacturer's warranty. Cameras and software carry a 90-day warranty. This warranty shall not apply to any **LEE DAN** products which have been subject to misuse, neglect, accident, modification, water, fire, lightning, paint, contamination, or to use in violation of instructions furnished, nor extended to units which have been repaired or altered outside of the factory.

This warranty does not cover batteries, bulbs, fuses, or damage caused by batteries used with the product. **LEE DAN** reserves the right to make the final decision whether there is a defect in materials or workmanship, and whether or not the product returned is within the warranty.

This warranty covers bench repairs only. **LEE DAN** will not be responsible for any costs incurred involving on-site service calls, or component replacement. Repair or replacement by others, transportation, labor charges, loss of service, indemnity, etc., are not covered by this warranty, and no responsibility for same will be assumed by us. Our liability does not extend to consequential damage(s).

Warranty labels are affixed to our products, indicating the month and year an item was shipped. Altering, tampering, or removal of our warranty label voids all warranties, expressed or implied.

## AUTHORIZED REPAIR STATIONS

All repairs may be shipped directly to **LEE DAN**, or any participating Distributor or Dealer for forwarding to us. No return authorization is required for goods returned for repair. Repairs should be marked to the attention of the Repair Dept. **For faster service, we strongly encourage end-users to send repairs directly to our factory, eliminating extra handling by the Distributor.**

## IN-WARRANTY PRODUCTS

In-warranty products must be returned freight paid. **LEE DAN** will return freight paid. In-warranty products will be repaired or replaced (at our option) and returned no-charge. Missing or damaged accessories will be replaced at the customer's expense. In-warranty merchandise that has been marred, relabeled, written on, or otherwise damaged or defaced cannot be replaced with new merchandise, and can only be repaired and returned.

## OUT-OF-WARRANTY PRODUCTS

Off-warranty products must be returned freight paid. Unless an estimate is requested, **LEE DAN** will do the necessary repair and charge as needed to cover parts and labor. Repaired products will be returned freight prepaid and added to the repair invoice.

**NOTE:** All return goods, whether or not warranted, must include details regarding the defect, and any other pertinent information that can help us repair the equipment properly, and quickly.

No defective or discontinued equipment may be returned for credit, but only for repair or replacement (as per above).

## RETURN MATERIAL AUTHORIZATIONS

No other goods will be accepted for credit or exchange, without prior written consent from **LEE DAN**, as evidenced by a Return Material Authorization (RMA) form. To receive an RMA, contact our sales or credit departments. One copy of the RMA must be included with the returned merchandise. RMA number must be clearly visible on the outside of the package containing the returned merchandise. Customers must be able to supply proof of original purchase from **LEE DAN**.

RMA's are valid for a maximum of 15 days only.

## RETURNED GOODS POLICY

Used, modified or altered equipment is not subject to return for credit or exchange. Noncurrent merchandise and goods shipped a year or more before, will not be accepted for credit or exchange.

**If approval is granted to return goods for credit, return is subject to the following conditions:**

- 1) Goods must be returned freight paid in unmarked, unopened, original cartons.
- 2) Credit will be issued at current published prices or original billing price, whichever is lower.
- 3) Because all returned goods require reinspection, retesting, redocumentation, and handling - there is a minimum 20% restocking charge which will be deducted from credits. Panels and other custom items are subject to a minimum 35% restocking charge, if return privileges are granted. In addition, due to the proportionally higher handling costs on small returns, there will be a minimum restocking/return fee of \$10.00.

## BACK-ORDER POLICY

Unless instructed to ship an order complete only, we will ship whatever is available and back-order the balance of the order. Any complete orders that qualify for freight paid shipping will be shipped freight paid on any back orders caused by our delay.

## CANCELLATIONS

Bona fide orders accepted by us are subject to cancellation fees. If permission to cancel is granted, any expenses incurred by us must be paid by the customer. Orders for lobby panels, horizontal and pedestal mailboxes, parcel lockers, special-order equipment, custom, customized, or modified equipment, is not subject to change or cancellation, once order is placed. Custom software for microprocessor systems, is not subject to change or cancellation, once programming has begun.

## PRICING

All prices are subject to change without notice! All prices are based upon A.S.A.P. delivery, at one time, to one destination. Split or delayed deliveries, requested by the customer, will subject orders to repricing at time of delivery. Prices will be determined at shipment, unless there is a signed contract or quotation to the contrary. Delays in shipment extending beyond thirty (30) days will result in a weekly storage fee of 1% of the value of unshipped goods.

Errors or omissions in billing are subject to correction and back-charging.

## EXPORT INFORMATION

All prices are quoted and payable in U.S. dollars. Prices do not include any applicable freight or duty charges, insurance, brokerage fees, surcharges, taxes, tariffs, etc. All export shipments are subject to an additional handling fee.

## TRADEMARKS

**LEE DAN**, the **LD** logo, and Van-Guard are registered trademarks of Lee Dan Communications, Inc. with all rights reserved.