

EAGLE Shelving Warranty

EAGLE warrants that goods supplied hereunder manufactured by EAGLE will be free from defects in material and workmanship at the time they leave our factory. Upon factory inspection, we guarantee to replace any shelf that is defective for a period of up to one year from the date of original installation, not to exceed 18 months from date of shipment from EAGLE, provided that it has been properly installed and maintained. If a shelf proves to be defective, or not in conformity with the specification, customers are entitled only to replacement of such unit. Under no circumstances will we be liable for any claims for labor or subsequent damage.

To the original owner, EAGLE GROUP warrants against rust formation over more than 5% of the shelving surface as stated below following original date of installation:

| | WARRANTY | DRY STORAGE | COOLER STORAGE |
|-----------------------------|------------------|--------------------|-----------------------|
| EAGLEbrite® | 3-year warranty | ✓ | - |
| Chrome | 1-year warranty | ✓ | - |
| VALU-MASTER® and Valu-Gard® | 5-year warranty | ✓ | ✓ |
| EAGLEgard® | 15-year warranty | ✓ | ✓ |
| with MICROGARD® | | | |
| Stainless Steel | 15-year warranty | ✓ | ✓ |
| LIFESTOR® with MICROGARD® | * | ✓ | ✓ |

* 1-year manufacturer's warranty on all defective component parts.

* Lifetime limited warranty against rust or corrosion on stainless steel posts and stainless steel rails
(3-year warranty on zinc with clear epoxy).

Eagle wire shelving must be cleaned with soft cloths and mild detergents. Using abrasive materials, scrappers or stiff brushes will void this warranty, as will physical damage, rupturing the coating or sustained exposure to corrosive substances and vapors. Warranty applies only when shelves have been continuously used within a temperature range from -20°F to +120°F, with intermittent exposure up to +200°F for Valu-Master® or EAGLEgard® epoxy finishes, and up to +175°F for chrome or EAGLEbrite® zinc finishes.

In the event of a warranty claim, an EAGLE GROUP representative will examine the installation and determine return or repair disposition. Repairs will be handled by the initial owner. Returns, including disassembly and subsequent reassembly, become the responsibility of the initial owner. Replacements will be shipped prepaid FOB the nearest distribution point.

There are no warranties which extend beyond these warranties. All other expressed or implied warranties, including those of merchantability or fitness for a particular purpose, which exceed the warranties stated above, are disclaimed by EAGLE and excluded from this agreement. No employee or agent of ours has any authority to make any representation or warranty which exceeds the warranties stated above.

**NO EAGLE EQUIPMENT MAY BE RETURNED EXCEPT UPON WRITTEN
AUTHORIZATION FROM EAGLE GROUP EQUIPMENT.**

SEE PAGE 384 FOR TERMS & CONDITIONS.

- Terms and Conditions -

PRICES

All merchandise will be billed at our current published list prices in effect at the time of shipment.

PERFORMANCE

All shipping dates are approximate. Fulfillment is always subject to availability of material and to conditions affecting shipment that are beyond our control. EAGLE shall not be held liable for any delay in performance due to reasons beyond our control.

SHORTAGE

All claims for shortage must be brought to our attention within five (5) business days from date merchandise is received. Please be certain that you receive the number of packages signed for.

CANCELLATIONS

Cancellations are not accepted on orders in transit or on custom items. Standard orders already in process that are cancelled will be subject to a 20% restocking charge.

RETURNS

Custom and modified standard equipment is non-returnable.

Authorization Policy for Standard Returns:

- ✓ Previously written approval from EAGLE's Customer Service is mandatory on all returns.
- ✓ Return authorization must be requested within 60 days from date of shipment.
- ✓ Authorized return shipments, in which merchandise is not defective and orders have been properly filled, must be shipped prepaid and properly packaged to prevent merchandise damage.
- ✓ Each return authorization number (*located on the upper right hand corner of the form*), must be written on the outside of each carton returned to EAGLE.

Restocking:

- ✓ Restocking and equipment repair fees for merchandise damaged during return shipment to EAGLE will be withheld from issued credit.

Restocking (continued):

- ✓ Returns of made-to-stock merchandise are subject to a 30% restocking fee.
- ✓ Returns of standard made-to-order merchandise are subject to a 50% restocking fee.
- ✓ \$75 net minimum on merchandise returns.

PRINTS & DRAWINGS

All prints and drawings submitted with orders are accepted as a final approval in the custom order process. Errors that arise due to incorrect submittals are the responsibility of the customer. There are no cancellations on custom orders.

CONCEALED DAMAGES

EAGLE's responsibility ceases immediately upon the consignee signing for and receiving the product, be it noted damaged or not. If a container shows rough handling, it is your right to inspect the merchandise prior to signing the delivery receipt. Upon finding damage after delivery, notify the carrier immediately and save all packaging material. Follow up by filing a claim at once.

ORDER APPROVAL

All orders are subject to final approval by EAGLE's home office. Acceptance and/or performance shall be at all times subject to the approval of EAGLE's Credit Department. Minimum order \$50.00 net.

TERMS

Discount and discount date are clearly marked at the bottom of each invoice should you be entitled to any discount, subject to current status of your account.

FOB

All shipments are shipped from FOB point "collect" unless otherwise specified. All orders shipped prepaid and add will receive a 20% administrative surcharge added to the freight charge.

UPS

All UPS shipments will be charged a minimum of \$25.00.

- MONETARY VALUES ARE BASED ON U.S. CURRENCY. -

Distribution Locations (in U.S. only)

For orders/sales, call 1-800-441-8440. The phone numbers of the following distribution points are for pickup information only.

In Delaware (corporate office):

Eagle Group

100 Industrial Blvd.

Clayton, DE 19938

Toll Free Ph: 1-800-441-8440

In Texas:

Dallas Distribution

c/o Storage Equipment Co. Inc.

1258 Titan Drive

Dallas, TX 75247

Ph: 214-630-9221

All orders are to be sent to our corporate office. Please call our corporate office to place your order. All addresses are subject to change.