

## **NEFF RETURNED GOODS POLICY**

### **RETURNED GOODS**

Goods may not be returned without NEFF's consent. NEFF will accept returns within 60 days of purchase date for stock items within forecasted quantities with no restock charge. If the product is non-stock or built-to-order the return is subject to the return policy and restock fee of the manufacturer. Material must be in first class, saleable condition, returned prepaid in its original container and subject to inspection upon receipt by NEFF. When goods are returned because of NEFF's error, we will rectify the issue cheerfully and promptly without expense to the customer. If the cause is not NEFF's suppliers, or NEFF, we will do everything possible to minimize expense, however, we reserve the right to require a nominal handling and restocking charge. We cannot accept material that has been fabricated to customer's specifications.

### **TAXES**

Quoted prices and seller's prices do not include any occupational, sales or use taxes or charges now imposed or hereafter to enacted by Federal, State, or Local Governments. Any such taxes or charges levied on or collectible by the Companies shall be added to the seller's price in effect at the time of shipment. Failure by the Companies to bill such taxes or charges shall not relieve the purchaser from the obligation to pay.

### **RESPONSIBILITY**

We limit NEFF's liability to the value of the defective material only. We assume no liability for damage to person or property caused by merchandise bought from or through NEFF. We are not liable for loss or damage caused by contingencies beyond NEFF's control that may cause delay in delivery. All specifications and engineering information are taken from the manufacturer's literature, and are subject to error, and to change without notice.

### **NO MERCHANDISE MAY BE RETURNED WITHOUT WRITTEN CONSENT**

"Seller represents that with respect to the production of the articles and/or the performance of the services covered by this invoice, it has fully complied with the Fair Labor Standards Act of 1938, as amended."

### **AVAILABILITY**

We hereby certify that amounts invoiced hereon do not exceed levels established under the Economic Stabilization Act of 1970, as amended, and Executive Order issued thereafter.

### **NEFF COMPANIES WARRANTY**

NEFF prides itself in representing and selling only the highest quality products. All products sold will carry the same warranty that the original manufacturer provides. Apart from the product-level warranty above, there are no other warranties, be it express, implied, statutory, or other. NEFF will not be held liable for any direct or indirect damages caused by the use of the products it sells or provides. NEFF does not guarantee fit for purpose, function, or merchantability of any products sold or provided. NEFF manufacturers' warranties are available upon request.