

TERMS & CONDITIONS



PRICES: Prices are subject to change without notice. Orders are priced at the pricing in effect on the date your purchase order was received. To guarantee pricing for a specific period, customer must obtain a written quotation from Chief Manufacturing. Chief Manufacturing only sells directly to authorized Chief dealers and distributors. Possession of said price book does not constitute an offer to sell.

QUANTITY DISCOUNTS: With the exception of CMA accessories, products with the same 3-letter prefix may be combined to receive quantity-based discounts. For example: three RPA1200 can be mixed with three RPA800 for the 6-11 piece quantity price break. However, three RPA1200 cannot be mixed with three PSM2042. Contact Chief if you have any questions regarding price structure.

TERMS AND CONDITIONS: All accounts are due and payable in U.S. funds according to the terms of the invoice. Payments by credit card (Visa, MasterCard, American Express and Discover) are accepted without an additional processing charge. All credit card orders are pre-authorized at the date of the purchase order; however, except in the case of custom orders, payment is not charged until the order ships. Wire transfer information is also available upon request. Contact Chief for details on your account, including terms of sale and price structure.

ORDERING: Because of the specific nature of our products and our commitment to entering and shipping orders accurately, we prefer that orders be placed in writing via a purchase order and sent to us via fax (877-894-6918) or via e-mail (orders@chiefmfg.com). In urgent situations, we will make every effort to take accurate orders verbally when requested by the customer. Chief cannot guarantee that verbal miscommunication errors will result in the purchaser's favor.

ORDER CONFIRMATION: Customers will receive an E-mail confirmation of their order within 1-3 hours of receipt of purchase order. If you do not receive a confirmation of your order, please contact us as it is possible we did not receive your original order. Please review the confirmation to ensure Chief has recorded the details of the transaction as you expected and notify Chief of any discrepancies immediately.

CHANGES TO ORDERS: Because expedited orders begin the production and shipping fulfillment process immediately upon receipt and entry of purchase order, it is frequently not possible to change these orders. Other orders will be changed as possible. Contact Customer Service at 800.582.6480 (domestic) / 952.894.6280 (international) and they will work through an alternative solution with you. In all cases, the customer is responsible for incremental charges incurred because of the change.

SPECIAL ORDERS: Some of Chief's products can be customized to fit your specific applications. Contact Inside Sales for additional information and pricing. Orders for large quantities of products may also be considered a special order. Any special order or custom product not normally carried in inventory cannot be returned. All electrical products and products with quote pricing are treated as special order items.

PRODUCT CHANGES/DISCONTINUED PRODUCTS: Chief is constantly developing new products and making improvements to existing ones; therefore, we reserve the right to revise or change specifications, designs and model numbers and to discontinue models without notice.

PACKAGING: Where possible and practical, Chief will bulk-pack the items on your order. Please keep in mind that the dimensions and weight of some of our products may preclude bulk-packing. We are not responsible for air-freight or other charges due to multiple single package shipments.

DELIVERY: All promises of delivery are made in good faith and every reasonable effort is made to see that delivery schedules are met. However, if Chief is unable to meet a schedule due to factors beyond our control such as, but not limited to, failure of our suppliers to meet their promised dates or weather-related delivery delays, Chief will not be responsible for significant or specific damage. Significant or specific damages may be, but are not limited to, express shipping method charges or installation delay charges. Contact the Chief Inside Sales team for assistance with freight estimates specific to your needs. Delivered prices do not include any type of extraordinary charges such as lift gate requirements, inside delivery charges, residential charges or other non-standard charges.

FREIGHT AND FREIGHT DAMAGE: Because all Chief product ships FOB Savage, MN or point of shipment, all shipping costs and risks of freight damage are the responsibility of the purchaser. It is the customer's responsibility to immediately open and inspect all packages and, in the event there is any damage or shortages, file a claim with the freight company. Please contact Chief Customer Service at 800.582.6480 (domestic) / 952.894.6280 (international) to get contact information about the specific freight company used and to discuss receiving a replacement product. Keep the damaged product in its original packaging and carton. Unless concealed damage is reported to the Carrier and Chief immediately, there is no recourse. The customer will be charged for any replacement product as the eventual credit will come directly from the carrier via the claim filed.

RETURNS AUTHORIZATION: All merchandise returned to Chief must be returned with prior authorization and a Return Authorization number provided by Customer Service. Chief will provide Return Authorization only for those products purchased directly from Chief. Consumers or dealers purchasing through a third party must request returns through that third party and are subject to that entity's return policies and charges. Defective or product received incorrectly due to an error on Chief's part will be credited to your account in full. In situations where the dealer needs to return merchandise due to a change in its project/equipment or due to ordering incorrectly, a restock charge will apply as follows. Merchandise invoiced in the past 0-30 days - 10%; 31-60 days - 15%; 61-90 days - 25%. Reduced fees may be given for an accompanying reorder of equal or greater value. Returns are not allowed for merchandise over 90 days old; electrical lift products; special order products, or discontinued merchandise. Products returned that are damaged or missing parts will not be eligible for credit unless they can easily be made saleable. Additional charges for parts and labor may apply.

LIMITED WARRANTY: With the exception of electric, gas cylinder and one-way bearing mechanisms, Chief warrants its products to be free of defects in material and workmanship for 10 years. All warranties are in effect beginning the date the product was invoiced by Chief. Electrical mechanisms (such as lift products) have a 1-year limited warranty. Gas cylinder and one-way bearing mechanisms have a 5-year limited warranty. All warranties are in effect for the original purchaser only. Chief disclaims liability for any modifications, improper installation and/or installations over the specified weight capacity. Chief also disclaims liability for any modifications made to electrical mechanisms, improper installation, incorrect voltage connection and/or installations over the stated weight capacity. All Electrical Mechanisms are intended for indoor use only and failure to comply will void warranty. Chief's sole warranty obligation to the owner of its products is to repair or replace (at Chief's discretion) defective products at no charge to the original purchaser within the warranty period. The purchaser is responsible for returning the product to Chief Manufacturing via prepaid shipping. To the maximum extent permitted by applicable law, Chief disclaims any other warranties, express or implied, including warranties of fitness for a particular purpose and warranties of merchantability. Chief will not be liable for any damages whatsoever arising out of the use or inability to use Chief products, even if Chief has been advised of the possibility of such damages. Chief bears no responsibility for incidental or consequential damages. This includes, but is not limited to, any labor charges for the repair of Chief products performed by someone other than a Chief employee. Because some states and jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply. Chief will not be responsible for damage to Chief products caused by misuse, abuse, failure to properly package the product for return to Chief or for damage caused by carriers during shipment to or from Chief. Any repairs to Chief products required due to misuse, abuse or shipping damage or repairs of defective Chief product outside the warranty period will be performed at the current rates established by Chief for factory service.