



General Terms and Conditions:

To Order Phone 800-253-0854 or Fax 800-262-8058

Order Information

- Pricing will be communicated via either the Battle Creek Equipment Company (BCE) price list or as needed via customer-specific pricing document or electronic means (e.g. product information spreadsheet, etc.)
- Changes to pricing will be communicated via letter or email 90 days in advance of the change to allow time to adjust their system, inventories and finish out promotions, etc. It is the customer's responsibility to keep BCE informed of e-mail address changes.
- Standard payment terms are net 30. No early payment discounts are offered. Payments are to be made by check or equivalent. Credit card payments are discouraged due to the high cost of processing these payments and will require payment at time of order.

Shipping

- Shipments are FOB the BCE facility (IN or MI). Freight is the responsibility of the customer unless a minimum order level is met to receive free freight. Freight allowances are reviewed annually.
- Small orders typically ship in 1 – 3 days. Large orders typically ship within 5 business days following the receipt of the purchase order. BCE will make every effort to continue this level of service. In cases where heavy demand delays any shipment by 3 business days, BCE will strive to keep the customer informed of the shipment date for their order.
- All shipping claims for damages and shortages must be made within 4 business days of receipt of goods. Claims after this may result in denial of the claim by BCE. BCE reserves the right to require return of or inspections by the carrier of the damaged shipments in order to process a claim.

Account Information

- These terms replace all prior terms, conditions and agreements. They will remain in force for the duration of the business relationship with BCE. These terms are subject to change by BCE. Any exceptions to these terms are required in writing and must be dated after June 1, 2012.
- Promotional support is sometimes offered to customers for specified promotional periods, negotiated with the customer and confirmed by the BCE sales team via letter or email.
- BCE does not offer products on a guaranteed sale basis. Written exceptions for a temporary, defined period of time can be made to this as part of a promotion or new product launch.

Returns & Warranties

- BCE stands behind its products with a conditional warranty for manufacturer's defects. Consumers are encouraged to contact BCE directly in cases where there is a potential warranty issue.
- Typically, BCE will be able to verify that an item qualifies for warranty replacement over the phone and the matter can be handled quickly and easily. In cases where warranty replacement cannot be confirmed over the phone, BCE will work with the consumer to achieve an acceptable outcome.
- BCE warrants its products to the consumer for a period of one year from the date of purchase for all items except the Thermophore® items. Thermophore® items carry a two-year consumer warranty. Whether a product qualifies for warranty replacement is at the sole discretion of BCE.
- Customers of BCE should NOT replace units that they assume are under warranty. BCE cannot give credit for items that were returned "under warranty" if they did not qualify.
- Any return to BCE requires a Return Authorization Number (RA#) for that specific return and will incur a 20% unless it is a warranty return. Please contact our Customer Service team for a RA # and details for returning products. Returning products without a shipment-specific RA# may result in refusal of the return, delayed and/or possibly denial of any credit for that return. Blanket RA numbers are no longer used by BCE.
- BCE does not give credit for product which is not returned to BCE. Written exceptions to this can be made on a case-by-case basis by calling our Customer Service department.
- BCE will inspect all valid returns, validate that credit can be given and then issue credit within 20 days of the receipt of the return. In no case will credit be given for an entire return without inspection by BCE. Product for which BCE will not give full credit includes:
 - ❖ Items that have been poorly packed and get damaged in the return shipment
 - ❖ Items that are no longer saleable by BCE, including heating pads that are more than one year since their date of receipt by the customer (based on our serialization tracking)
 - ❖ Items that require repackaging by BCE will receive partial credit, repackaging costs will be deducted from the value of the return.
 - ❖ Items that have been discontinued by BCE more than 6 months prior to the return date.
- All non-warranty returns will be assessed a 20% restocking fee.
- Returns to BCE for credit must be in saleable condition to receive full credit after the 20% restocking fee. BCE makes every effort to protect and package our products to arrive in good and saleable condition. It is required that our customers return the product in the same condition in order to receive credit.