



Distributor Terms and Conditions – Effective 26 October 2020

1. Payment terms: 1% 10 Days, Net 30 Days.
 2. Product purchase orders ship F.O.B. shipping point.
 3. Title and risk of loss transfers at the F.O.B. point.
 4. \$500 minimum invoice. Purchase orders under \$500 will be charged a \$500 minimum order charge.
 5. Prices and invoices are in U.S. dollars
 6. Prices, Terms/Conditions are subject to change without notice.
 7. Contact Customer Service for all contract, bid, or special prices.
 8. Credit card payments are subject to a 3.5% surcharge.
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- I. All purchase orders for Justrite, Eagle, Checkers and/or NoTrax products must be submitted through their respective website noted below, or via our [distributor C.A.N. web portal](#).
 - a. <https://www.justrite.com> (also use for C.A.N. portal which allows the purchase of all brands except Accuform)
 - b. <https://www.eagle-mfg.com>
 - c. <https://checkers-safety.com>
 - d. <https://www.notrax.com>
 - II. All purchase orders for Accuform products can be ordered directly from Accuform's customer service or their website <https://accuform.com>.
 - III. If Distributor fails to make any payment when due, Distributor shall be liable for all costs and expenses related to collection of any amounts due, including, without limitation, attorney's fees and costs. If, in Justrite's judgement, the financial condition of Distributor does not justify continuance on the terms of payment above, Justrite may require full or partial prepayment or otherwise adjust the terms including ceasing to supply Distributor.
 - IV. Changes in specifications or designs relating to any products, changes in delivery schedules or reschedules or cancellations of orders are not permitted unless Justrite has accepted same in writing, has determined the additional charge to be made, if any, and the same has been paid by the Distributor.
 - V. Distributor shall be responsible and will hold Justrite harmless for any warranties that it gives or modifications it makes to any Justrite products.
 - VI. Distributor agrees to comply with all laws and regulations applicable to its business and agrees to conform to the highest business ethics in performing its obligations in accordance with the terms of this Agreement. Distributor also agrees to comply with all laws applicable to the promotion, sale and use of Justrite products including, without limitation, the Foreign Corrupt Practices Act (which prohibits certain payments to governmental officials or political parties) and the Export Administration Act (which (i) requires a prior license from the United States government to export or re-export some products, and compliance with destination restrictions and (ii) prohibits certain acts in furtherance of foreign boycotts). Further, Distributor agrees to comply with the California Safe Drinking Water and Toxic Enforcement Act of 1986, as amended.
 - VII. Distributors are not permitted to resell any Justrite Safety Group (JSG) products/solutions in online marketplaces without the expressed written consent of Justrite Safety Group (JSG) prior to making the offer online. Any failure to secure consent will result in penalties up to and including loss of buying programs, rebates and access to the JSG portfolio.
 - VIII. These Distributor Terms and Conditions of Sale ("Terms") are the only terms and conditions which govern the sales of products by Justrite Safety Group (JSG) ("Justrite") to distributor ("Distributor") and supersede all other terms and conditions, oral or written, and all other communications between the parties suggesting additional or different terms. Acceptance is expressly limited to these Terms. Any proposal for additional or different terms or any attempt by Distributor to vary these terms is hereby deemed material and is objected to and rejected. No terms of any document or form submitted by Distributor shall be effective to alter or add to these Terms. These Terms are under the laws of the State of Illinois without regard to any rules on conflicts of laws.

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Freight Policy

1. Free freight on PO's that meet all the following requirements:
 - a. Purchase orders placed through the [C.A.N. portal only](#)
 - b. Any order of \$3,000USD or more net invoice value
 - c. Purchase orders must ship complete
 - d. F.O.B. points
 - i. Wilkesboro, NC
 - ii. Mattoon, IL
 - iii. Broomfield, CO
 - iv. Wellsburg, WV
 - v. Bedford Park, IL
 - vi. Moselle, MS
 - vii. Titusville, PA
 - e. May exclude special pricing, bids, quotes and contracts
 - f. Orders ship to one destination within the contiguous USA

2. Under all other conditions, freight will be paid by the distributor and may be specified as:
 - a. Third party bill
 - b. Freight collect
 - c. Pre-pay and add to invoice

3. Products that are NOT included in the free freight (USA) or Cross Dock (Canada) programs:

<ul style="list-style-type: none"> 2 and 4 drum sheds Spill containment caddies Outdoor storage lockers Double drum collection Ctr Shock B cabinets Drum management system Vapor trap solvent waste syst Tank showers Mobile showers Temperature controlled showers Soft Top Containment Unit Aluminum cylinder lockers G.C. forklift barricade rack pallets systems WSA-125/225-KIT cable protectors Ground Protection Mats Gas Cylinder barricade racks Cable protector cart 	<ul style="list-style-type: none"> IBC drum-shed Steel pallets EN safety cabinets Overpack salvage drums Single drum collection ctr IBC drum pallets Carboys & accessories Cubicle showers Fully assembled showers Storage Buildings Rubber parking products MC Chocks Extreme crossover Spill Kit boxes Hose Bridges CPRP-* cable protectors
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4. Freight accessorial charges will be billed back to the distributor where appropriate (applicable to free freight and all other conditions). (Accessorial charges include, but are not limited to residential delivery, lift gate, construction site, limited access, schools, prison or military delivery, inside delivery, etc.)

Justrite Unilateral Internet Minimum Advertised Price (MAP) Policy

Justrite has unilaterally adopted this MAP Policy. It is a violation of this MAP Policy if Distributor or any of its downstream customers advertise any Justrite product on the internet at a price below the suggested retail price announced by Justrite from time to time, excluding pricing that is unsearchable (e.g., discounts that are behind a login or unsearchable as a result of the product price only being available at check-out). Nothing in this MAP Policy is intended to set or limit the sale price(s), only internet searchable pricing. This MAP Policy is adopted to preserve the brand image associated with Justrite products and for advertising to focus on their performance, high quality and other attributes. Nothing in this MAP Policy constitutes an agreement between Justrite and any reseller that the reseller will comply with this MAP Policy. Justrite alone is responsible for enforcing this MAP Policy and will do so unilaterally by imposing sanctions as determined appropriate by Justrite in its sole discretion.

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Warranty Claims, Returns, and Freight Claims

1. This Limited Warranty covers all Justrite products. Warranty includes any defects in materials or workmanship. Please review the warranty terms carefully to be sure they are applicable before contacting Justrite. All approved warranty claims that require a return of the product to Justrite must be accompanied by a Return Goods Authorization (RGA) form. For all warranty claims, please contact our Justrite Customer Service Department prior to returning any product.
2. Justrite's Customer Service Department must authorize all requests for returns. Upon approval, a written RGA number will be issued authorizing the return. All returns must be shipped with the written RGA form and with the RGA number clearly noted on the freight bill of lading.
3. Any item requested for return, with the exception of warranty, must be in the original packaging, unused, and the original purchase date from Justrite must be no longer than one (1) year prior to the requested return date.
4. All authorized returns, with the exception of warranty, must be returned to Justrite PREPAID (**distributor is responsible for freight costs**). All authorized warranty returns should be returned to Justrite COLLECT.
5. Justrite will not issue an RGA for product damaged in transit for 3rd Party bill or collect shipments. All freight claims are to be filed by the party being billed for freight. If the carrier is in possession of the product, Justrite will advise the billing party a freight claim must be filed. If the damaged product has been signed as received, regardless of condition by the receiving party, the party in receipt of the product must file a claim with the carrier.
6. Justrite will not issue an RGA or credit for damages on full freight allowed or pre-pay and add shipments, regardless of condition, unless notified by the receiver of the damages within 48 hours after receipt or 15 days after receipt if there is concealed damage. When initiating these claims, please contact Justrite's Customer Service Department. All claims made under this premise must include freight bill denoting damage and include driver's signature noting the visible damage.
7. All returns are subject to a 20% restocking fee. Please note only returns accompanied by a JUSTRITE SAFETY GROUP (JSG) issued RGA number will be accepted. Additionally, JUSTRITE SAFETY GROUP (JSG) issued RGA documents will include shipping instructions specifying where goods should be returned. RGA documents may authorize you to return goods to a manufacturing location different from the one where the goods originally shipped from. Additionally, it's possible that RGA shipping instructions will include more than one shipping destination.
8. Products that are made to order, custom or discontinued products are not returnable for credit.

Goods cannot be returned to our office in Deerfield, IL. Shipments must be returned to the location/s indicated on the RGA form. Any returns not accompanied by a Justrite Safety Group (JSG) issued RGA document and number will be refused and returned at shipper's expense.

Limited Warranty

The following Justrite products are covered by a Limited Warranty against defects in materials and workmanship from the date of purchase for length of time as so advertised in current Justrite literature, Justrite website, and/ or so conveyed by Sales and/ or Customer Service.



All Justrite products shown in the Eagle Catalog are covered by a Limited Warranty against defects in materials and workmanship for a period of one year, or as otherwise currently advertised, from date of purchase.



The following Justrite products are also covered by a Limited Warranty against weathering and ultraviolet (UV) degradation caused by exposure to natural sunlight for a period of five years from the date of purchase: Rigid-Lock QuickBerm® Plus, Rigid-Lock QuickBerm®



The following Justrite products are covered by a Limited Warranty against defects in materials and workmanship for a period of ten years from date of purchase: Sure-Grip® EX Safety Cabinets, Metal Type I and Type II Safety Cans, Metal Plunger Cans, Bench Cans and Daub Cans.



The following Justrite products are covered by a fifteen-year Limited Warranty against structural defects and a one-year Limited Warranty against defects in workmanship and materials: Outdoor Safety Lockers. Locker accessories not manufactured by Justrite are warranted against defects according to the original manufacturer's warranty.



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All NoTrax floor mats are guaranteed 100% under normal conditions of use. A full refund or replacement (based on the manufacturer's discretion) will be made. Buyer has the responsibility to determine the suitability of the product and assumes any liability in connection with such use. Seller shall not be liable for damages in excess of purchase price of product. Warranty does not apply to splicing or seaming of mats. Laminate – top products (including UniFusion™ products) with foam backing are not guaranteed against spike heels or stool legs. NoTrax - Mats for Professional Use guarantees the bond on all NoTrax laminated mats that incorporate the UniFusion™ process for the lifetime of the mat. The bond is guaranteed under normal conditions of use in reasonable dry application environments, or a full refund or replacement mat (based on the manufacturer's discretion) will be issued. Proof of purchase is required for all refunds or replacements. This lifetime warranty protects against delamination or bond failure and does not cover issues unrelated to the bond such as wear or foam tears.

The Warranty is limited to the replacement of Products. Warranty does not apply to any products which have been subject to any misuse, including but not limited to products used with materials (primary liquids) that are not recommended by the manufacturer in instructions furnished with the product or in published product descriptions; products which have been altered in any way by the user or used in a manner inconsistent with their intended use; products which have been subjected to severe treatment (undue pressure against movable parts, exposure to severe weather, dropping, etc.) not reasonably associated with "ordinary" usage.

THESE ARE JUSTRITE'S ONLY WARRANTIES. JUSTRITE MAKES NO OTHER EXPRESS WARRANTIES AND HEREBY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. If Distributor notifies Justrite in writing during the warranty period that the products are not in conformity with the warranty, and if Justrite determines that the products are non-conforming, Justrite will, at Justrite's sole option, repair or replace the purchase price thereof, at its sole option, F.O.B. point of manufacture, provided Distributor returns such products to Justrite, freight prepaid. This shall be Distributor's exclusive remedy for Justrite's liability. Any claims not made during the warranty period are deemed waived by Distributor. Justrite's warranty does not attach to Products or parts not manufactured by Justrite. Justrite will pass on to Distributor the warranty, if any, it receives from the manufacturer of such products or part, but only to the extent allowed by such manufacturer. Justrite's aggregate liability to Distributor or anyone claiming through or on behalf of Distributor, with respect to any claim or Loss arising out of or relating to any products or alleged to have resulted from any act or omission of Justrite, whether negligent or otherwise, and whether in tort, contract, or otherwise, shall be limited to an amount not to exceed the price received by Justrite for the portion of the products with respect to which such liability is claimed. Any contract created between Justrite and Distributor is subject to the specific conditions that (a) Justrite is not obligated to provide insurance or indemnify Distributor, and (b) there are no flow-downs from any person or entity including the federal government that becomes part of the contract.

UNDER NO CIRCUMSTANCES SHALL JUSTRITE BE LIABLE TO DISTRIBUTOR OR ANY OTHER PERSON OR ENTITY FOR INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES OR ANY OTHER LOSSES OR EXPENSES, INCLUDING WITHOUT LIMITATION, FOR INJURIES OR DAMAGE TO PROPERTY, LOSS OF PROFIT, REVENUES OR USE, DIMINUTION IN VALUE, COST OF SUBSTITUTE PRODUCTS, DOWNTIME COSTS, OR CLAIMS OF DISTRIBUTOR'S CUSTOMERS EVEN IF JUSTRITE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF THE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH CLAIM IS BASED AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

Justrite has made a diligent effort to illustrate and describe the products in their price lists. However, such illustrations and descriptions are for the sole purpose of identification. Always check for product specifications prior to purchase. Justrite reserves the right to correct publishing errors.