



## Policies, Terms, and Conditions

**Warranty and Returned Goods:** Red Hawk parts are warranted free of most defects for a period of 1 year from receipt of order unless damage was caused by improper installation or abuse (electronic parts are not eligible for warranty). Red Hawk will not be responsible for service calls, alleged harm, or damaged material resulting from the installation of our products. Red Hawk will repair or replace or issue a full credit at our discretion on products that prove to be defective in workmanship or material. Dealers must receive an RMA (Return Merchandise Authorization) *prior* to returning any parts. The Red Hawk Return Form must accompany all returns. **Freight is the responsibility of the dealer on all returns, warranty or other.** RMA numbers are valid for 45 days from issue date. There is a 20% restocking fee for non-warranty returns that are returned over 90 days from the purchase date. Only items that are currently stocked are eligible for return. All returns should be in the original packaging. Items returned without an RMA number are subject to refusal or a 20% restocking fee.

**Claims: DEALER SHOULD INSPECT ALL MERCHANDISE UPON ARRIVAL.** Shortages and damaged products must be reported to Red Hawk within 2 business days of receipt. Merchandise damaged in-transit must also be reported to Red Hawk LLC for the company to claim the damage with the carrier. For truck freight (LTL), customer should either refuse shipments with exterior damage or write "damaged" on the Bill of Lading and contact Red Hawk within one business day. Freight companies have strict rules regarding claims; all claims must be filed within a 2-day window. Timeliness of reporting from Dealer is critical to claim success.

**Controller Core and Warranty Policy:** For each controller shipped to a dealer, the dealer is invoiced a fully refundable Core Charge. Cores must be returned within 90 days of purchase to be eligible for a credit. Credit will be issued upon receipt of a rebuildable core. Controllers returned for warranty consideration must be in acceptable condition. The Red Hawk Return Form must accompany all returns. **Freight is the responsibility of the dealer on all core and warranty returns.** Dealers are expected to pay the Core Charge when the original invoice is due, otherwise finance charges may accrue and the account may be placed on hold. Warranty repair turn-around time is typically 4-6 weeks. If a controller is needed prior to this, a new order must be placed; this is considered an additional purchase and is not a replacement. If a Controller is being returned for any other reason an RMA number must be obtained.

**Rebuilt Controller Warranty:** Rebuilt controllers are under a limited warranty for one year from date of purchase.

**New Controller Warranty:** New controllers are under a limited warranty for one year from date of purchase for GE Controllers and two years from date of purchase for Alltrax controllers.

**Special Orders:** We will source special order parts or custom manufactured parts which are designated SPECIAL ORDER. These items may not be cancelled once the order is placed and are not eligible for return.

**Backorders:** Unless otherwise requested by the dealer, any backorder item greater than \$10.00 will be shipped as soon as the item becomes available. Special order items may not be cancelled.

**Same Day Order Processing:** Typically orders received by 2:00 pm EST will ship same day. We process orders immediately and cannot guarantee that they can be changed once they are placed.

**Minimum Order:** The minimum order is \$25.00. New Accounts have an initial order minimum of \$2500. The minimum Annual Parts purchase is \$10,000.



## Policy, Terms and Conditions cont'd

**Payment Terms:** A signed Account Application and a copy of the Dealer's Resale Certificate are required prior to any orders being shipped. Terms are net 30 from invoice date for dealers with established credit and in good standing. Account balances over 30 days will be subject to a 1.5% per month finance charge. Any account 30 days past due will be placed on hold until funds are received. Terms and credit limits may change at the discretion of Red Hawk. All new accounts will be set up as Credit Card until credit is established.

**Credit Cards:** Visa, MasterCard, American Express and Discover are accepted for prepaid parts orders. If Dealer pays by credit card, Dealer represents that is the owner of or is authorized to use the credit card and Dealer authorizes Red Hawk to charge the credit card for all transactions, unless otherwise specified. If Red Hawk extends credit to Dealer, Dealer will be invoices on the agreed upon terms.

**Accessorial Charges:** Accessorial charges are fees from our carriers for performing freight services (LTL) beyond normal pick up, transport and delivery. These charges are invoiced as flat fees. Common accessorial fees are in the catalog with amounts effective as of April 1<sup>st</sup> for catalog year. The list includes but is not limited to: Residential, Liftgate, Notification/Call ahead. Residential designation is assigned by the carriers. Accessorial fees are not exempt for orders qualifying for free freight.

**Currency:** If a sale is to occur (or the product is to be shipped) outside of the United States, Dealer acknowledges and agrees that the amount due Red Hawk is contracted in U.S. Dollars. If Dealer mistakenly pays in another currency, the Dealer is responsible for any deficiency due to conversion of funds into U.S Dollars. International wires are frequently processed via Intermediary Banks after leaving the Dealer bank. Dealer is responsible for any Intermediary Bank fees deducted from the proceeds received by Red Hawk.

**Prices:** Prices, terms and conditions of sale are subject to change. Red Hawk is not responsible for typographical errors. Annual catalog pricing is effective as of April 1<sup>st</sup> for the catalog year.

**Red Hawk Website:** Each Dealer is responsible for maintaining users and access for their online login – both for order entry and online payment. Red Hawk will consider all orders or payments made via the website as valid and true.

**Trademarks:** Dealer will not use Red Hawk, RHOX or Admiral names, logos, trademarks, or other intellectual property rights without Red Hawk's written consent.

**Notices and Communications:** Dealer consents to receive all communication from Red Hawk and shall promptly notify Red Hawk in writing of all changes to Dealer's name, address, contact information and control/ownership of its assets.

**Hours:** Red Hawk is open from 8am -5pm Monday – Friday, Eastern Standard Time.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_