



# Terms & Conditions

**Terms:** All product orders and service orders are COD or Prepaid payable upon placement of order with Visa, MasterCard, Discover or upon delivery with check, money order, or cash. Credit card payments on invoices over \$2,000 will incur a 2.5% fee unless with prior approval. All payments to be made in United States Dollars.

**Credit:** Credit terms may be established by filling out the attached *Horizon Credit Application*. It may be mailed, emailed or faxed to our office and will be processed in a timely fashion (typically 1-3 days). Terms of credit are typically Net 30 Days from date of invoice unless otherwise specified. Invoice will be dated as of date of delivery or completion of work. Orders exceeding \$2,000 may be subject to 50% prepayment or deposit with the remainder due Net 10 Days from the invoice date. Accounts are considered delinquent over 30 days from the invoice date and will be subject to finance charges of 1½% per month (18% per annum) after 60 days from the invoice due date, with a minimum late fee of \$10.00.

- All sales will be charged applicable sales tax unless accounts have on file an up to date tax exempt certificate.
- Returned checks due to insufficient funds will result in a \$35.00 returned check fee charged to the issuer.
- Any collections costs for delinquent accounts incurred by the seller, including legal fees, will be paid by the customer.

**Special Orders:** Special order items are defined as items not typically stocked by Horizon Commercial Pool Supply. Special orders are not returnable and all sales are considered to be final. COD or prepayment terms may apply to special orders.

**Pricing:** All prices are FOB point of shipment unless otherwise noted. All prices, terms, specifications and policies within our catalog are subject to change with or without notice. We try hard to maintain prices, but due to the volatility of some of our product cost, we must reserve the right to make reasonable pricing adjustments. Prices do not include sales tax. If you have any questions about our pricing, special pricing, or volume pricing, please call.

**Returns:** Some restrictions apply to returns. Date of original purchase, invoice number, and reason for return must be included with all returns along with a Horizon assigned Return Merchandise Authorization (RMA) number. No returns are accepted on special order items, chemicals, or electrical parts. All returns must be made within 90 days of purchase. Products returned for credit must be in new salable condition, must be sent freight prepaid, and are subject to a 30% restocking fee. All returns are subject to inspection by Horizon Commercial Pool Supply and are returnable only at our discretion. Freight charges will not be credited. Please see Warranty Terms for warranty returns.

**Claims:** Hidden shortage claims must be within 5 days of receipt of the merchandise. We will not be responsible for goods damaged or lost in transit. The shipper's responsibility ceases upon delivery to any common carrier or at time of customer's pick up. All claims for merchandise damaged in shipment or shortages must be made with the carrier.

**Warranty Terms:** Horizon Commercial Pool Supply provides no further warranties, express or implied, other than that provided by the manufacturer of the products sold. Horizon Commercial Pool Supply shall have no liability for any injury, loss or damage, direct or consequential, arising from the use of or the inability to use the products or good sold. It is the Buyers responsibility to determine the suitability of the products for the intended use and assumes all risk and liability in connection with the products and goods sold. Alteration of or to any items warranted by the manufacturer of those items without the permission of Horizon Commercial Pool Supply or the manufacturer shall void any and all warranties. In the event that we agree to submit a warranty claim to the manufacturer of a product, the customer shall pay all freight and the cost of replacement as detailed in the terms stated above. Only upon Horizon's receipt of a credit from the manufacturer, will we issue a credit to the customer's account for the warranted product. Repairs or labor incurred on warranty items is not included in any manufacturer's warranty unless otherwise specified. All labor, regardless of manufacturer's warranty status or terms, will be billed at standard labor rates. Any credit or labor reimbursement Horizon receives from a manufacturer will be credited to customer account in the amount of the credit or reimbursement received from the manufacturer. In most cases, manufacturer's reimbursement will not cover all labor charges. *Warranty processing is provided as an added value service and Horizon reserves the right to refuse the processing of any manufacturer's warranty.*

**Product Liability:** The Buyer acknowledges that the goods sold to them can cause property damage or personal injury if not properly sized, handled, installed, maintained, and/or used. The Buyer acknowledges that they will instruct their employees and customers (if applicable), in the proper sizing, handling, installation, maintenance, and use of the goods purchased. The Buyer further agrees to indemnify and hold harmless Horizon Chemical Co., Inc. from any and all claims for damage, loss and/or liability contributed to or arising out of the improper sizing, handling, installation, maintenance and use of the goods purchased. The Buyer acknowledges their responsibility to supply the subsequent purchasers all instructions and warnings supplied with the goods.

**Illustrations:** Illustrations in this catalog are intended for general description. Unless specified in descriptive literature, they do not represent any particular brand, product, packaging or size.

**All Orders:** The seller reserves the right to invoice at prices in effect at the time of shipment and to correct typographical errors. Seller reserves the right to refuse sale to anyone for any reason unless otherwise restricted by law.

**Service:** All service orders are subject to approval by Horizon Commercial Pool Supply and will be billed as time and materials used at current labor and material rates. Quotations, bids and estimates are available upon request. All quotes and bids must be signed by an authorized person and returned to our offices before work will be scheduled and before work can begin. Service orders exceeding \$2,000 will be subject to a 50% payment upon ordering or acceptance of a quote or bid, and the remaining balance will carry the terms of Net 10 Days from date of invoice. There is no warranty expressed or implied on any service work, labor or materials that Horizon performs. Warranties are limited to those stated above and provided by manufacturer.

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