

DOING BUSINESS WITH NICHOLS Terms & Conditions

Placing Orders

- Online with an assigned login. Visit www.enichols.com to place an order or request a login & password.
- E-Mail to <u>orders@enichols.com</u>
- Call (231) 799-2120 or (800) 442-0213, Monday through Friday between 8:00 a.m. and 5:00 p.m.
- Fax (231) 799-3550, 24 hours a day, 7 days a week
- Mall order to Nichols PO Box 291, Muskegon, MI 49443

Minimum Order. Delivery & Freight

- Minimum order size is \$150.00. Orders not meeting this minimum will incur a \$10.00 "small order processing charge" in addition to fuel surcharge and freight.
 - o Shipped via Nichols truck: \$27.95 minimum order handing fee
 - o Shipped via UPSG/FedEx: \$10.00 minimum order handling fee plus actual UPSG/FedEx charges
- Online Orders:
 - o Minimum order fees are waived if order is delivered via UPS/FedEx
 - UPSG/FedEx charges still apply\$20 freight charge will apply if order Is shipped via Nichols truck
- Orders that meet the \$150 minimum, and are delivered via Nichols truck, are still subject to a \$10.00 Fuel/Handling charge.
- Fuel/handling charges are waived if the order is picked up at a Nichols warehouse.
- When another carrier is necessary for delivery, respective carrier charges will apply. Hazardous chemical charges may also apply.
- Nichols drivers will deliver to general receiving locations, unless otherwise specified by the customer. If a
 delivery appointment time is required or there are special delivery requirements, please provide this
 information to a Customer Care representative at the time order is placed. Special charges may apply.
- Backordered items will ship when available.

Pricing. Payment & Refunds

- Prices are subject to change without notice. Inquire at time of order for current pricing, or contact your Nichols Representative for written proposals.
- Payment terms are Net 25 days for customers with a pre-approved Nichols credit account.
- There will be a \$25.00 service charge for all returned check.
- Invoices that are past terms are subject to a 1.5% late fee.
- Nichols accepts Visa, MasterCard, and American Express.
- Stocked merchandise may be returned to Nichols within 90 days if in resalable condition, original cartons and full cases. A Return Authorization Number from Nichols Customer Care department is required for all returns. Nichols associates will pick up the product if requested. A restocking fee may apply. Special order items are not returnable.

Product & Special Order Information

- Products, including data collection information, are clearly labeled using Nichols part numbers. If other information is required, please inform us.
- Products distributed by Nichols meet general industry requirements for tolerances, case pack, and packaging. If special information, including drawings, samples, or custom tolerances are required, contact your Nichols Representative or the Nichols Quality Department.
- From time to time, products are discontinued, part numbers and case pack quantities and specifications change. When this happens, product substitutions will automatically be made. Please inform the Nichols Customer Care team if special product substitution procedures are required.
- Nichols can special order or custom-stock products on request. A signed contract of usage and ownership of custom inventory are required. Custom stock items are not cancelable, returnable or refundable. Custom product orders must be pre-paid, unless other account credit is granted by Nichols. Special orders are not returnable or refundable.

Legal

All orders are subject to Nichols standard terms and conditions set forth at www.enichols.com and incorporated into order acceptance.