



## TERMS AND CONDITIONS CONCERNING PAYMENTS, RETURNS, & CANCELLATIONS

### Worthington Millwork, LLC - Terms and Conditions Concerning Payments, Returns, & Cancellations

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Worthington Millwork, LLC's Terms and Conditions for each order made by the purchaser are as follows:

**Payment** – As a client of Worthington Millwork, LLC we give 2 options for payment of our products.

Option 1 – All orders under \$5,000 require full payment to begin production.

Option 2 – At least 50% down required to begin production on orders above \$5,000. The remaining 50% balance must be paid prior to shipping or C.O.D. If paying by C.O.D. this balance must be paid with a cashier's check or items will not be allowed to be removed from the delivery truck. C.O.D. charges may apply.

**Returns** – Worthington does not allow certain items to be returned. Please read and understand the following policy.

(1) A 25% restocking fee will be applied to all returned items. Purchaser of items is responsible for freight charges back to manufacturing plant in addition to restocking fee. All returns must be made within 30 days of delivery of product.

(2) All "special" orders are non-returnable. Special orders are defined as, but not limited to the following:

- a. Any item that is custom made
- b. Any item that is cut to a specific height, or length, or split
- c. Any item bent to a custom curve or radius
- d. Decorative Capitals
- e. Columns that are above 12" diameter

Should you have any questions concerning whether or not your order is considered "special and non-returnable" please call our National Sales Office at 800-872-1608

**Delivery** – All shipments that leave our plant are in good condition and are packaged or crated accordingly to ensure that you will receive the product(s) in good order. During transit some items may be damaged or broken by the carrier.

It is the consignee's responsibilities to:

(1) make sure that all of the products received are in an acceptable condition and

(2) verify that there are no missing items from your order.

Worthington will not assume any responsibility for any damaged or missing items that was signed off by consignee "in good order".

**Choice of Law** – Any disputes that develop under this contract will be settled according to the laws of the State of Florida.

**Venue** – Parties agree that any legal action taken under this contract shall be instituted in the courts of Bay County, Florida

**Attorney's Fees and Cost** – The parties agree that in the event a dispute arises under this contract, the prevailing party shall be entitled to the reimbursement of reasonable attorney's fees and cost. Customer shall be responsible for reasonable attorney's fees and litigation cost incurred by Worthington Millwork, LLC in collection outstanding debt.

By signing below you agree that you have read and understand Worthington Millwork, LLC's Terms and Conditions regarding Payments, Returns, and Cancellations. You also agree that the quotation submitted with these Terms and Conditions is correct and that you agree to pay all charges.

**X**

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**Signature**

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**Date**

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**Title**





## JOB SITE DELIVERY CHECK SHEET

### Worthington Millwork, LLC - Job Site Delivery Check Sheet

Customer Name: \_\_\_\_\_

Estimate: \_\_\_\_\_

Job Site Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Job Site Phone Number: \_\_\_\_\_

#### JOB SITE REQUIREMENTS (Please Circle):

Yes	No	Is access to job site suitable for our trucks (bridges, overpasses, tress wires, etc)?
Yes	No	Is it necessary to call 24 hours prior to delivery?
Yes	No	Are there any limited restrictions (limited access area)?
Yes	No	Has time been communicated to contractor and has it been confirmed personnel will be there?
Yes	No	Is space available to park and unload?
Yes	No	Is equipment available to unload truck?
Yes	No	Are proper storage facilities available at job site?
Yes	No	Is route suitable to exit job site?
Yes	No	Is customer prepared to unload product at alternate location should driver deem site unsuitable (weather, etc.)?

*Please note: All orders not received within (2) weeks of agreed upon delivery date will be subject to a storage handling charge.*

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Directions to Job Site \_\_\_\_\_

Alternate Shipping Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Comments: \_\_\_\_\_

PLEASE FILL OUT AND FAX BACK TO (850)640-0488

Truck Size: 65' - Length, 11'6 - Height 8'6

**DO NOT SIGN FOR DAMAGED SHIPMENTS - YOU WILL BE RESPONSIBLE FOR DAMAGED SHIPMENTS THAT ARE SIGNED "IN GOOD ORDER" AT THE TIME OF DELIVERY. PLEASE CALL US IF DAMAGE HAS OCCURRED**

FOR OFFICE USE ONLY:

Driver: \_\_\_\_\_ SN#: \_\_\_\_\_



**WORTHINGTON**

[www.worthingtonmillwork.com](http://www.worthingtonmillwork.com)

phone: 1.800.872.1608 fax: 1.850.640.0488