



# OPERATIONS POLICY MANUAL

## FREIGHT and DELIVERY

**Next Day Delivery** - Florida Air Conditioning Distributors (FACD) will accept orders for delivery on the next business day until 4:00pm.

**Same Day Delivery** - Offered where and when our trucks are available and conditions permit. Every effort will be made to accommodate requests but this service is not guaranteed.

**Freight Charges** - Order with a value of \$400 or more will be delivered free. Any order under \$400 will incur a \$50 delivery fee.

**Freight Terms** - Freight charges on deliveries within FACD territory and within regular working hours are as indicated above. For deliveries outside of FACD territory, or for deliveries made weekends, holidays, or outside of normal working hours, freight will be prepaid and freight charges will be added to invoice. Products that are shipped directly from vendors or factories will be freight prepaid, and charges if applicable, added to invoice.

**UPS Shipments** - Items shipped via UPS will be shipped at customer's expense and will be prepaid and billed to customer.

**Special Orders** - Customer will be advised of freight charges on any product that they may request be special shipped from our vendors. Freight charges will be added to customer invoice at time of billing.

**"Sprint" Rapid Delivery Service** - Sprinter trucks are located in hub facilities and are offered for quick delivery, same day service if available on a first come, first serve basis. Sprint trucks will be available for customer specified delivery locations. Delivery fee is \$1.50 per mile, one way, with a minimum fee of \$15, with a 2 hour guaranteed delivery window within a 45 mile radius of our hub. No time guarantee beyond the 45 mile radius.

**Timed Delivery** - FACD will make every effort to accommodate a timed delivery request based on a first come-first serve basis. Due to factors generally out of our control, we have established a window of plus or minus 30 minutes for deliveries to be made. A fee of \$50 will be added to invoice for a timed delivery accomplished within this delivery window. To schedule a timed delivery or meet a crane, a request should be made no later than 2:00pm on the previous day.

**Crane appointments** - will be available for schedule on a first come- first serve basis, according to previous commitments. A fee of \$95/hr, portal to portal, for the crane truck, with a two hour minimum, and \$70/hr for a second flat bed truck if necessary, will be added to invoice. If delivery is not made within 30 minutes of scheduled appointment time frame, FACD will pay the customer \$200. This will be FACD total liability for any missed appointment. Cancellation of crane appointments not received at least 24 hours prior to the scheduled appointment will be billed at minimum crane rate of two hours.

**Flat Bed deliveries** - can be arranged at customer's request, if available, and subject to standard freight charges.

**Refused Deliveries** - will be subject to a \$50 charge if not as a result of FACD error.

## **DAMAGED EQUIPMENT**

**Common Carrier** shipments should be visually inspected when received. Any damage must be noted on Bill of Lading and a claim filed with the trucker immediately. Accepting the unit does not relieve trucker of liability so long as damage is noted at time of delivery.

**FACD shipments** with damage should be refused by customer at time of delivery.

**Concealed damage** must be reported to FACD within 5 days. Notify your TM or Customer Service Representative for a Return Materials Tag. Final approval of credit will be based on inspection of goods prior to return to FACD. Products must be in original packaging or cartooning.

## **RETURNED GOODS- NEW AND UNUSED**

Current model, normally stocked residential equipment may be returned to FACD, under the following conditions:

- Request for return must have prior approval with Return Authorization form.
- FACD trucks are not allowed to accept return merchandise without return form.
- All returns must be new and unused, and in original packaging.
- A 15% restocking charge will be applied to credits.
- A freight fee will be charged against credit unless customer returns material on their own vehicle.
- Special order and non-stocked items are not subject to return.
- All equipment returns must be inspected and submitted to either a Sales Manager or General Manager of the company by FACD Territory manager, PRIOR to equipment being returned.

## **WARRANTY**

A complete warranty policy manual is available from FACD covering all UPG products.

Warranty transactions are considered as a product sale at time of purchase of component, and credit is issued to customer for the return immediately upon credit being issued by vendor to FACD.

Warranty transactions may be transacted either at FACD facility or "on-line" in accordance with warranty policy manual.

It is customer's responsibility to provide complete and accurate required information for transaction to be successfully completed. FACD cannot process any warranty request that is not complete.

Warranty credits are subject to Manufacturer's penalty fees if returns or warranty filing is not made within the published time guidelines.

Compressor handling fees of \$45 will apply to all in warranty compressor transactions after the first year of operation.

Subject to schedule and availability, our trucks can provide pick up of return warranty parts

***IF*** warranty tags are properly affixed,  
***IF*** return has been pre-authorized, and  
***IF*** in the case of compressors, drained, the piping has been soldered shut and there is no visible oil leak.

Non UPG products warrantees are subject to manufacturer's policies and procedures.

## **TERMS OF SALE**

Purchases from FACD are subject to following payment terms:

- 1.0% 20th Prox. This means that a 1% discount will be allowed on all Invoices PAID by the 20th of the month immediately following date of invoice.
- Invoice is due in full on the 21<sup>st</sup> of the month following billing.
- Discounts will not be allowed on accounts that are not current.
- An invoice which is not paid by the end of the month following billing will accrue a 1 % late penalty.

## **CONDITIONS OF QUOTATIONS**

Quoted prices do not include applicable taxes unless noted otherwise.

Quotations expire in 30 days, and are based on shipments by a specific date.

Warranty is manufacturer's standard.

Only equipment and accessories listed in quote are included. Control wiring, or installation are not included unless specifically listed in quote. Others must provide items not included in this quote that are called for in specifications.

Seller does not guarantee particular date for shipment or delivery of goods quoted. Shipment and delivery dates quoted are estimates and are subject to change.

Seller shall not be liable for any special, direct, incidental or consequential damages of a commercial nature.

Seller will not accept any back-charges unless approval is obtained in writing from an officer of Florida Air Conditioning Distributors before work is started.

Seller will not accept any order that has penalty clauses without express written consent from an officer of Florida Air Conditioning Distributors.

All other Florida Air Conditioning Distributors standard terms and conditions apply, including standard payment terms, as per Policy Manual.

Florida Air Conditioning Distributors is referred to herein as Seller. These terms and conditions are in lieu of any provisions, terms or conditions on purchase orders or other contractual documents issued to seller by Buyer which are in any way inconsistent with, modify or add to the provisions hereof unless specific agreement on any variation or addition is obtained in a writing signed by an authorized representative of Seller. These terms and conditions and the provisions of such purchase order consistent herewith shall constitute the entire contract between the parties and supersede any and all prior or contemporaneous agreements, communications, representations or understandings, written or oral.

Without limiting the generality of the foregoing, unless otherwise stated in the contract which incorporates these terms and conditions; seller is a vendor only, and not a subcontractor, and is not bound by the general provisions of any plans, specifications, or higher tier contracts except as stated in the contract which incorporates these terms and conditions. If a specification applies to this order, other than a specification supplied by Seller, Seller is bound only to the mechanical portions of that specification described in the body of the order. No person has authority to offer, promise, represent, warrant or agree to, anything pertaining to this order, which is not contained in these terms and conditions, and the written order or contract which incorporates this document.

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