

## Terms and Conditions

All sales are made by WIKK only upon the following terms, conditions and submission of a written purchase order. Any additional or different terms or conditions set forth in any purchase order or similar communication are hereby rejected and shall not be binding or effective unless expressly agreed to in writing by an authorized representative of WIKK. Any purchase order executed after the effective date of this price book provides acceptance to our terms and conditions.

### TERMS OF SALE

**Prices** – The Pricing Catalog in effect on the date the customer order is received will determine billing price. Orders requiring price protection must be clearly indicated and received prior to the effective date of the Pricing Catalog increase. Delivery of price-protected orders will only be honored for immediate shipment. Orders requiring delivery in excess of three (3) months will be billed at prices in effect at time of shipment, unless otherwise quoted in writing by WIKK. Prices and availability subject to change without notice.

**Terms** – 1% - 10 days; Net - 30. WIKK reserves the right to add a monthly 2% late payment fee to outstanding invoices with a minimum late payment fee of \$20.00. The purpose is to defray costs associated with collecting late payments.

**Review Of Credit** - WIKK reserves the right to request New Credit Applications be completed for customers who do not pay within our Terms or have not purchased in the last 5 years.

**Orders** – WIKK reserves the right to decline an order, in whole or in part, in which price, or quantity of goods or credit status of the buyer is not satisfactory. WIKK reserves the right to discontinue items or change specifications at any time without notice and without incurring any obligations. WIKK cannot be held liable for extended delivery dates that may result in the cancellation of an order.

No invoice will be priced for less than \$50.00 net plus shipping charges.

WIKK reserves the right to request a percentage of the order/quotation amount as a deposit on custom bollards or special orders before engineering drawings are provided.

**Acknowledgments** – Acknowledgments are exact copies of the manufacturing order and should be checked upon receipt. If incorrect, please notify WIKK immediately.

**Cancellations** – Cancellations will not be accepted on goods that are custom products, which are in the process of being manufactured, or ready for shipment. There will be a \$200.00 charge if shop drawings are supplied and the order is canceled.

While WIKK will attempt to comply with customer's telephone or written change orders and/or cancellations, WIKK cannot guarantee that they can be accomplished before shipment. Appropriate handling charges on returns will be exercised if the order has been shipped before processing a change order request. A cancellation or change charge will apply if any costs for material or labor have been incurred prior to notification by customer of the change.

**Shipments** – Shipment dates are contingent upon conditions at the time of order acknowledgment and can be subject to delays caused by shortages of materials, equipment failure, fire, flood or other acts of God, or causes beyond WIKK's control. WIKK will not be liable under any circumstances for consequential damages arising from any delays.

**Claims** – All claims, whether referring to errors in prices, in filling orders, or for defective goods, must be submitted IN WRITING within 30 days after receipt of shipment. Requests for tracing of all lost shipments must be submitted IN WRITING within 30 days or the liability and risk is placed on the purchaser. All issued documents by a carrier confirming receipt of a shipment must be honored by the purchaser.

**Return Goods** – Returned goods will not be accepted unless authorized by a Return Goods Authorization (RGA) in writing within 45 days of invoice date. An RGA becomes void 30 days after its issue date. Credit will be given for stock products that are current production, new, unused, and in undamaged condition as received at the WIKK facility. A minimum 35% restock charge will apply. All products should be shipped to WIKK - Returns Department, 6169 Industrial Court, Greendale, Wisconsin 53129. Returned material must be freight prepaid. Any exceptions to this policy will be noted on the RGA document.

**Product Modifications** – Unauthorized modifications to WIKK products by a third party will void the factory limited warranty. Any listings and/or certifications, such as Underwriters Laboratory, ANSI/ BHMA certification, and other similar listings, do not apply to products modified outside WIKK's plant. Any modified product cannot be advertised, promoted or sold as a WIKK product. The party, or parties, modifying WIKK products bear sole and complete responsibility for the modified product.



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### Freight Policy

**Freight** – All goods are invoiced **FOB shipping point** and responsibility will not be accepted for damages, loss or delay. Claims should be submitted with proper documents to the delivering carrier. Unless a specific carrier is requested, WIKK will ship UPS Ground or UPS Freight. If higher freight charges are incurred from customers specifying a carrier of route or their choice the additional cost will be added to that customer's invoice.

### Limited Warranty Policy

For projects located in the United States and Canada, all products sold are warranted to be free from defects in workmanship and materials for the periods listed in the table below, from the date of manufacture. THIS COMPRISES SELLER'S SOLE AND EXCLUSIVE WARRANTY AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE CONCERNING THE PRODUCTS, AND ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR INTENDED PURPOSE, ARE HEREBY DISCLAIMED AND EXPRESSLY EXCLUDED. SELLER DOES NOT WARRANT AGAINST UNITED STATES PATENT INFRINGEMENT BY WAY OF THE USE OF PRODUCTS IN COMBINATION WITH OTHER PRODUCTS.

#### Limited Warranty Period by Product (From Date of Manufacture)

Bollards	18 Months
Switches	18 Months
HDPE Switches	18 Months
Receivers and Transmitters	24 Months
All Other Products Not Listed	12 Months

None of the warranties set forth herein shall extend to any products or parts thereof that have been subjected to improper installation; lack of, or improper maintenance; improper storage, shipping and handling; ordinary wear and tear; misuse; neglect; accident; unauthorized service; use of unauthorized parts; or performance of repairs, modifications or attachment to other products outside of Seller's plant. These warranties shall neither extend to nor cover any labor charges for replacement of products or parts, adjustments, repairs, or any other work, which costs shall be the sole responsibility of Buyer. These warranties are extended only to Seller's customers of products and the first user who purchases products for purposes other than resale (collectively, "Buyer").

Buyer's sole and exclusive remedy against Seller for any claim, whether in contract, tort or otherwise, arising out of, or resulting from the purchase of the products shall be limited to the repair or replacement of any product or part thereof, which is proved to be other than as warranted, or, at the sole option of Seller, to the issuance of a credit in an amount not to exceed the cost of the repair or replacement. In no event shall Seller be liable to Buyer or any other party for, and Buyer waives, any and all other damages, including, without limitation, incidental, special, indirect, collateral, punitive or consequential damages, including, without limitation, loss of profits, or loss of use damages or downtime costs. If a product is claimed to be other than as warranted, Seller, upon notice promptly given, will either examine the goods at Buyer's site or issue shipping instructions for return of product to the Seller (transportation costs prepaid by Buyer and all cost associated with the removal and reinstallation of such product to be the sole responsibility of Buyer).

Any representations, warranties or promises inconsistent with, or in addition to, the warranties contained herein are unauthorized and shall not be binding upon Seller. Because Seller has no control over the conditions under which its products are used, Seller specifically does not warrant the adequacy or sufficiency of any advice or recommendations given to Buyer. Nor does Seller warrant that every Seller product complies with every code, standard or regulation in every community except as specifically stated in a published Seller catalog or in writing signed by an officer of Seller. Seller shall not be bound by the terms of any agreements between a Buyer and third parties.

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**Default** - If customer is in default under any WIKK order, or if WIKK at any time is not satisfied with customer's financial conditions or responsibility, Wikk shall have the right, without prejudice to any other legal remedy, of suspending deliveries until such default or condition is remedied.

**Assignment** - WIKK customer shall not assign its orders nor any of its rights or obligations there under without WIKK prior written consent.

**Applicable Law** - These Terms and Conditions of Sale and any subsequent sales agreements between WIKK and the customer shall be construed in accordance with the laws of the Commonwealth of Wisconsin.

**Waiver and Modification** - No waiver or modification of any of the terms and conditions contained herein shall be effective unless such waiver or modification is in writing and signed by an authorized representative at WIKK's offices in Greendale, Wisconsin.

To place an order, send an email to  
customerservice@wikk.com or call 877.421.9490



**Accounting**  
877.421.9490  
accounting@wikk.com

**Customer Service**  
877.421.9490  
customerservice@wikk.com

**Technical Support**  
877.421.9490  
engineering@wikk.com