

# Lone Star Ergo

# Terms and Conditions:

For the most up to date product and ordering information refer to website [lonestarergo.com](http://lonestarergo.com)

Acceptance by Customer of products from Lone Star Ergo(Products) constitutes acceptance by Customer of these terms and conditions (Terms and Conditions). Any additional or different terms proposed by Customer shall be deemed to have not been approved or accepted by Lone Star Ergo. These Terms and Conditions constitute the entire agreement between both parties that have been objected by Lone Star Ergo, shall have no force or effect, and will not be binding upon or enforceable against Lone Star Ergo. These Terms and Conditions constitute the entire agreement and understanding between the parties and supersede any and all prior agreements, understandings and communications with the Dealer or Customer, oral or written, relating to the products. No course of dealing or course of performance, either prior to, during or after the delivery of the Products, shall be relevant or admissible by Customer to supplement, explain or vary these Terms and Conditions. No waiver, amendment or modification of these Terms and Conditions shall be binding upon or enforceable against the Seller until approved in Writing by a Lone Star Ergo Authorized Signatory.

## **DISCONTINUED PRODUCTS**

Due to Supply Chain and Market Demands – Lone Star Ergo may periodically discontinue certain products. Lone Star Ergo reserves the right to change and or discontinue products at any time without notice.

## **PAYMENT AND CREDIT TERMS**

To Open an account with Lone Star Ergo – Customer must complete and submit a new account application (signed by Company Officer), Federal Taxpayer ID (Form W9) and State Resale Certificate. Once approved, payment terms are net 15 days. 50% deposit on all orders above 8K net Payment for invoices can be facilitated with a Check or ACH. Credit cards are currently not available as payment.

In some cases – a deposit will be required due to the size of the order or terms of the credit approval.

## **PURCHASE ORDER SUBMISSION**

Purchase orders should be submitted via email to [Orders@lonestarergo.com](mailto:Orders@lonestarergo.com). Purchase orders should include the ship to and bill to information with the quote number or correct model numbers. Incomplete purchase orders will delay processing and shipment. Deposit checks must be received and processed before the shipment can be released.

## **ORDER CHANGES OR CANCELLATIONS**

All customer cancellations and changes must be submitted to Lone Star Ergo in writing before the product ships and has to be approved by Lone Star Ergo. Any adjustment in quantity is subject to an adjustment in pricing. Change or Cancellation requests will not be considered accepted until Lone Star Ergo sends back an adjusted invoice.

## **TAXES**

Lone Star Ergo (LSE) is not responsible for the collection of sales taxes on products sold to dealers. Dealers must provide Federal Taxpayer ID (form W9) and State Resale Certificate to establish and account with LSE. Dealers are responsible for any sales or use taxes assessed if dealer requests drop ship direct to the dealer's customer.

## **SHIPPING AND FREIGHT TERMS**

Shipping is a Dock-to-Dock requirement to the 48 contiguous states. Lone Star Ergo does not ship to residential customers. Freight Terms are as follows:

All orders requiring residential delivery will incur a \$50 handling fee per order.

Height Adjustable Table Base orders will incur a freight charge of \$65.00 per base, for orders consisting of 1 - 6 bases. There will be no freight charge for orders of 7 or more bases.

Chairs orders will incur a freight charge of \$75.00 per chair for orders consisting of 1-6 chairs.

Mobile Storage Pedestal orders will incur a freight charge of \$50.00 per pedestal.

Projects will be quoted the correct freight charged by Lone Star Ergo.

Special requests such as "call before delivery", "Delivery Lift Gate Required" will be subject to additional fees and or may not be available.

## **WILL CALL**

Lone Star Ergo offers will call out of the Farmers Branch facility. Will Call will have to be arranged with Lone Star Ergo in advance. Will call orders will be invoiced the day the order is picked up or may require prepayment depending on the terms with the dealer.

## **DAMAGE CLAIMS OR SHORTAGES**

The dealer must notify carrier of damages or shortages at time of delivery. If the damage is concealed, Lone Star Ergo must be notified in 5 days from delivery to submit a claim or customer waives the right to submit a claim. Product must be in the original packaging and may be requested for photos and shipment back to Lone Star Ergo for evaluation.

## **WARRANTY**

All Height Adjustable Table Bases are under a 10-year warranty for all electrical and mechanical, and a limited lifetime warranty on the frame. LSE Monitor Arms have a 10-year warranty, LSE Power has a 5-year warranty. Please contact Lone Star Ergo for warranty and troubleshooting requests.