

Terms & Conditions

Terms: All commercial account product and service invoices may be paid by check, money order, electronic payment, or credit card (Visa, MasterCard, American Express, or Discover). All payments to be made in United States Dollars.

Credit: Credit terms may be established by filling out the attached [Spear Corporation Credit Application](#). It may be mailed, emailed, or faxed to our office and will be processed in a timely fashion (typically 1-3 days). Terms of credit are Net 30 Days from date of invoice unless otherwise specified. Invoice will be dated following completion of all work. Accounts are considered delinquent over 30 days from the invoice date and will be subject to finance charges of 1½% per month (18% per annum) after 60 days from the invoice due date, with a minimum late fee of \$15.00.

- All sales will be charged applicable sales tax unless accounts have on file an up-to-date tax exempt certificate.
- Returned checks due to insufficient funds will result in a \$35.00 returned check fee.
- Collection costs for delinquent accounts incurred by the seller, including legal fees, will be paid by the customer.

Special Orders: Special order items are defined as items not typically stocked by Spear Corporation. **Special orders are not returnable and all sales are considered to be final.** COD or prepayment terms may apply to special orders.

Pricing: All prices are FOB point of shipment unless otherwise noted. All prices, terms, specifications and policies within our catalog are subject to change with or without notice. We try hard to maintain prices, but due to the volatility of some product costs, we must reserve the right to make reasonable pricing adjustments. Prices do not include sales tax. If you have any questions about our pricing, please call.

Returns: Some restrictions apply to returns. Date of original purchase, invoice number, and reason for return must be included with all returns along with a Spear Corporation assigned Return Merchandise Authorization (RMA) number. **No returns are accepted on special order items, chemicals, or electrical parts.** All eligible returns must be made within 90 days of purchase. Products returned for credit must be in new salable condition and are subject to a 30% restocking fee. All returns are subject to inspection by Spear Corporation and returnable only at our discretion. Freight charges will not be credited. Please see Warranty Terms for warranty returns.

Claims: Hidden shortage claims must be within 5 days of receipt of the merchandise. We will not be responsible for goods damaged or lost in transit. The shipper's responsibility ceases upon delivery to any common carrier or at time of customer's pick up. All claims for merchandise damaged in shipment or shortages must be made with the carrier.

Warranty Terms: Spear Corporation provides no further warranties, express or implied, other than that provided by the manufacturer of the products sold. Spear Corporation shall have no liability for any injury, loss or damage, direct or consequential, arising from the use of or the inability to use the products or goods sold. It is the Buyer's responsibility to determine the suitability of the products for the intended use and assumes all risk and liability in connection with the products and goods sold. Alteration of or to any items warranted by the manufacturer of those items without written permission of Spear Corporation, or the manufacturer, shall void any and all warranties. In the event that we agree to submit a warranty claim to the manufacturer of a product, the customer shall be responsible to pay all freight and the cost of replacement as detailed in the terms stated above. All labor, regardless of manufacturer's warranty status or terms, will be billed at standard labor rates. Any credit or labor reimbursement Spear Corporation receives from a manufacturer will be credited to customer account in the amount of the credit or reimbursement received from the manufacturer. I

Product Liability: The Buyer acknowledges that the goods sold to them can cause property damage or personal injury if not properly sized, handled, installed, maintained, and/or used. The Buyer acknowledges that they will instruct their employees and customers (if applicable), in the proper sizing, handling, installation, maintenance, and use of the goods purchased. The Buyer further agrees to indemnify and hold harmless Spear Corporation from any and all claims for damage, loss and/or liability contributed to or arising out of the improper sizing, handling, installation, maintenance and use of the goods purchased. The Buyer acknowledges their responsibility to supply the subsequent purchasers all instructions and warnings supplied with the goods.

All Orders: The seller reserves the right to invoice at prices in effect at the time of shipment and to correct typographical errors. Seller reserves the right to refuse sale to anyone for any reason unless otherwise restricted by law. Freight costs are estimated at the time of order to cover anticipated actual shipping expenses yet may differ in some instances from actual freight costs billed on the customer's invoice.

Service: All service orders are subject to approval by Spear Corporation and will be billed as time and materials used at current labor and material rates. Quotations, bids and estimates are available upon request. All quotes and bids must be signed by an authorized person and returned to our offices before work will be scheduled and before work can begin. There is no warranty expressed or implied on any service work, labor or materials that Spear Corporation performs. Warranties are limited to those stated above and provided by manufacturer.

INITIALS

DATE

Customer Information

To open an account: We invite all customers to apply for an account with us. It is the easiest and most efficient way for us to serve you. To apply for an account, please fill out the Spear Corporation Credit Application; initial and date the [Terms & Conditions](#) page, and send both pages via mail, fax, or email it to:

Spear Corporation
12966 N. County Road 50W
Roachdale, IN 46172

Main (765)522-1126
Fax (765)522-1702
Toll Free (800)642-6640
Email info@spearcorp.com

We will promptly process your application and contact you as soon as your new account is activated.

Ordering: To ensure prompt and proper shipment, order by manufacturer number and description. When ordering items not in the catalog or fully covered in the catalog, you will need to furnish sufficient information to allow Spear Corporation to properly fill your order. To place orders please call (765)522-1126 or use the toll free number (800)642-6640. You may also fax your order to (765)522-1702 or send your order via email to orders@spearcorp.com. All fax and email orders will be confirmed upon receipt by fax or email.

Shipping & Delivery: Shipping charges will apply on all deliveries unless otherwise specified. Please call for current shipping and delivery charges to your area. Our shipping methods include delivery by Spear Corporation vehicle; common freight carrier; Fed-Ex; or UPS.

Back Orders: As hard as we try to provide prompt delivery of all items, we occasionally may need to place an item on back order. We will automatically send out all back orders upon receipt of the item in our warehouse unless otherwise requested.

Payments: We accept payment in the form of cash, checks, EFT, ACH and credit card.

Support: We pride ourselves on providing excellent customer service and support. All of our sales and service employees are trained to Spear Corporation standards and are Certified Pool Operators (CPO). Free support on just about anything is available by calling 765-522-1126 or by sending an email to info@spearcorp.com. We will be happy to answer any questions you may have about repairs, water balance, testing, codes, and many other aspects of swimming pool care.

Questions?: If you have questions regarding your account, our products and services, pool care, or anything else, please call us. We carry much more than we are able to cover in this catalog and would be happy to service any other needs you may have. Our staff is friendly and polite and we would love to hear from you.