

pioneer cover-all™

...Tarping Solutions

Policies and Procedures

ORDERS

All orders must be faxed in with a purchase order and signed by the individual placing the order to help avoid potential mistakes. **\$50.00 minimum order (net)**.

CREDIT

All customers are required to complete and sign a CREDIT APPLICATION, and a State Sales Tax Exemption Certificate. Credit is extended to accounts with favorable credit references and solid payment history. Terms are **net 30 days**; therefore, all invoiced amounts are due 30 days from the date of invoice.

If your invoice is not paid within said 30 days, a 1.5% per month service charge will be accrued to all overdue amounts. These charges will be added to the overdue amounts and will be included for purposes of calculating future late charges.

Any overdue accounts reaching 60 days past invoice date will be placed on CREDIT HOLD. A Credit Hold will freeze all shipments and orders in progress until the overdue invoices and service charges are paid in full.

Any overdue accounts reaching 60 days past invoice date will remain on credit hold and will lose their open credit status. Once these accounts have been brought up-to-date, shipments will resume, but will be C.O.D. for six months from the time the account was paid in full. After six months, the customer may apply for open credit status.

Any overdue accounts reaching 90 days past due will be turned over to our collection agency for immediate collection. The cost of collection and/or legal fees will be added to the account.

RETURNS

Merchandise may be returned with a pre-approved Returned Materials Authorization (RMA) number, at the customer's expense, **if it is returned in new condition**. There will be a 20% restocking charge on all returns. Merchandise that has been damaged, used, or welded may not be returned.

1. Customer should first call and request an RMA from customer service.
2. Customer service will fax an RMA form to the customer. Customer will fill in: invoice number, part number, description and serial number.

CONTINUED

RETURNS (cont'd)

- 1 Customer service will then issue an RMA number to the customer, and take an order for the replacement parts (if needed).
- 2 Customer has 14 calendar days, from the date of issuance of an RMA number, to ship the part(s) prepaid to Pioneer. The RMA form must be securely attached to the parcel and the RMA number clearly visible on the outside of the parcel. Pioneer will not accept any parcels shipped freight-collect, COD, and/or without proper paperwork.
- 3 If a replacement part has been ordered, pioneer will ship the part prior to receiving the returned part, provided an RMA has been issued by customer service and as long as the account is current.
- 4 Pioneer agrees to inspect returned parts within 21 days of receipt of part, and to issue a disposition (except when parts are returned to vendor for evaluation [e.g. EDD1508 motors] and disposition.)
- 5 If a credit to customer is warranted, Pioneer will issue the credit within 45 days of receipt of part(s).

CUSTOM ORDERED TARPS

All custom ordered tarps should be drawn exactly as desired and the drawing should accompany the order and purchase order.

Custom ordered tarps are not returnable or refundable.

PIONEER CONSOLIDATED CORP. LIMITED WARRANTY

Pioneer Consolidated Corp. (“Seller”) warrants its products to be free from proven defects in materials and workmanship under intended normal use as described in the Instruction Manual for a period of one (1) year, except for Strong Arm (RP4500SA) models, which are warranted for a period of three (3) years, from the original date of purchase.

Seller’s obligation under this Limited Warranty is limited to the repair or replacement of any defective product and does not include freight, labor charges or lost time due to or in connection with the failure of any defective part. Any product will be repaired or replaced (at Seller’s election) under the conditions of this Limited Warranty at Seller’s expense when Seller has authorized a return and determined, in its sole discretion, that the product is defective.

The following are not covered by this Limited Warranty:

- 1 Any failure of the product or any parts of the product due to misuse, accident, neglect, abuse, improper maintenance, improper handling, improper installation, alteration, modification or acts of God including, but not limited to, lightning strikes, floods, fire or other causes beyond the reasonable control of the Seller,
- 2 Products that have been modified or that have serial numbers that have been removed, altered or defaced; and
- 3 The fabric tarp.

THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE,

THE SELLER MAKES NO WARRANTY OR REPRESENTATION EITHER EXPRESS OR IMPLIED, WITH RESPECT TO AN ITEM’S MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THIS LIMITATION MAY NOT APPLY TO YOU.

SELLER’S RESPONSIBILITY IS LIMITED TO REPAIR OR REPLACEMENT AS SET FORTH IN THIS LIMITED WARRANTY. THE REMEDIES PROVIDED IN THIS LIMITED WARRANTY ARE THE EXCLUSIVE REMEDIES PROVIDED TO THE PURCHASER BY SELLER AND ARE PROVIDED IN SUBSTITUTION OF ALL OTHER REMEDIES. NEITHER THE SELLER, NOR ITS AGENTS SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST PROFITS, DOWNTIME, DAMAGE TO OTHER EQUIPMENT AND PROPERTY, OR ANY OTHER COSTS THAT MAY BE INCURRED. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

This Limited Warranty applies only to the original purchaser of the product through Seller or its authorized dealer or distributor and is not transferable. Proof of purchase from Seller or its authorized dealer or distributor will be required prior to any consideration of warranty claims.

RETURNED MATERIALS AUTHORIZATION

Any part must be returned to Seller for inspection to determine if it is indeed defective. Should an item need to be returned due to a claimed defect, the following steps must be followed to facilitate a timely return:

- 1 Locate the invoice (if purchased separately).
- 2 Call the Seller at (800) 237-0225 to obtain a Return material Authorization (RMA) number.
- 3 An RMA number must be obtained from Seller during the warranty period.
- 4 **CLAIMS WITHOUT AN RMA NUMBER WILL NOT BE PROCESSED AND WILL NOT BE**
- 5 **ELIGIBLE UNDER THIS LIMITED WARRANTY.**
- 6 Package the item in the original or equivalent packaging. Adequate packaging must be used for returned goods to prevent freight damage.
- 7 Include a written description of the problem and the original invoice in the shipment.
- 8 Ensure that the RMA number is displayed on the outside of the package.
- 8 mail it postage pre-paid and insured to the following address:

Pioneer Cover-all
RMA# _____
96 Southbridge Road
North Oxford, MA 01537

If part is determined, in Seller's sole discretion, to be defective, Seller shall refund the customer for this pre-paid postage.

No person, firm or corporation is authorized to obligate Seller for any liability in connection with the sale or use of these goods.

Pioneer Consolidated Corp., 96 Southbridge Road, North Oxford, MA 01537. (800) 237-0225.