

TERMS AND ORDERING INFORMATION - Effective November 2020

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PRINTING OF CATALOGS: We aim to print a new catalog every two to three years. However, price changes may occur during this time.

ORDER CONFIRMATIONS: Orders received by fax or email will be confirmed. Prices on confirmations reflect current Land and Wheels prices. Failure to contact Land and Wheels after receipt of an order confirmation constitutes acceptance of the pricing on the order confirmation.

TERMS: 30 day net, 1 1/2% late charges per month, after 30 days. C.O.D. if not current. Handling charge of \$3.50 on orders under \$50.00 Shipped F.O.B. source. No deductions or discounts allowed. In the event of nonpayment, the customer agrees to pay all reasonable attorneys fees and/or costs incurred for the use of a third party to collect the debt. Third party collection and legal fees must be paid by customers. Fees for returned checks (\$35) will be added to the invoice. The account cannot be put on 30 day terms again unless collection fees and returned check fees are recovered. These terms are documented in all of our catalogs. Order from our catalogs constitutes the acceptance of these terms and overrides any other terms from any other source.

CREDIT CARD: As prepayment of an order, or payment of an invoice, Land and Wheels will accept American Express, Visa, Master Card or Discover Card.

SALES TAX: In Wisconsin, applicable sales tax rates will apply unless a sales tax exemption certificate is on file. Since we are a Wisconsin based supplier, and have no offices or sales staff outside of Wisconsin, there is sales tax on out of state sales.

SHORTAGES: Before you call us about a shortage, please check. Did you receive all the packages listed? Were the boxes in good condition and still sealed? Have you looked through the packing material thoroughly before you threw it out? Could someone have used some desperately needed parts before you had a chance to check everything? Shortages must be reported within 7 days.

FREIGHT CHARGES: Freight charges will be prepaid and added. F.O.B. source. .

QUANTITY PRICE BREAKS: To qualify for this price break, orders must be for the same item, shipped to the same destination, no split shipments by the customer and no mixing and matching items

QUOTATIONS: Quotations may remain firm for 30 days. There may be price changes in accordance with the price changes from our suppliers.

CANCELLATIONS: Most items can be canceled, if they have not already been shipped. However, drop ship items or items that involve a third, or fourth party, or are in transit, may not always be canceled. No credit for shipping can be given for canceled items.

INSTALLATION OF PARTS: It is out of our control where our parts are installed. Therefore, it is up to the installer to judge what certain part should be installed and to see to it that it is installed correctly and safely, or that the part installed is durable enough to satisfy the need. Land and Wheels cannot be liable for improper installation of parts, or the installation of incorrect or inadequate parts. We do expect that maintenance personnel are aware that safety must be practiced during installation of any parts, and that proper tools, safety glasses, etc. are used.

RETURN POLICY: All returns require prior authorization and must be made within 30 days of invoice date. All returns made after 30 days will no longer be accepted, and will be refused. There shall be no handling or restocking charge for undamaged parts returned within 30 days. However, goods must either be returned in 30 days, or invoices are due within 30 days. Always enclose a copy of the return authorization with your returns, telling us the quantity and item numbers of the parts returned and the reason for the return. Credit on freight can only be given if the mistake is ours. Without an explanatory note, it will be assumed that the mistake is not ours and no credit on handling and shipping can be given. All returns must be shipped prepaid, by the most reasonable ground carrier. Freight collect or air returns will be refused. Always obtain a shipping receipt. Custom items that are not in this parts book, but were ordered for you by serial number of the equipment (and fit that particular piece of equipment only), cannot be returned. We do not issue pick up orders. Major items restocking charge is 35%.

RETURN POLICY OF DIRECT SHIPMENTS: Please call for required return authorization and return instructions will follow. Items drop shipped where there is a third, or fourth party involved, are subject to a 35% restocking charge as of the first day, if the error is that of the buyer. No restocking fee will be applied and full credit will be given for the item and freight, if the error is that of Land and Wheels or the manufacturer. Credit on freight can only be given if the mistake is shipper. Freight collect or air returns will be refused. Always obtain a shipping receipt. Custom items that are not in this parts book, but ordered for you by serial number of the equipment (and fit that particular piece of equipment only), cannot be returned. All returns made after 30 days will no longer be accepted, and will be refused

OTHER ORDERING INFORMATION: We do not accept Medicare or Medicaid. Shipping charges will be added each time goods are shipped, whether shipped in one shipment or split shipped. Shipping charges are applied only for the weight of the parcel with the items shipped. If there is more than one shipment for any reason, shipping charges must be paid for each shipment. We sell on a first come, first serve basis. We cannot save goods for one customer when a different customer needs the goods right away. All illustrations for wheelchair parts show the right side. For your benefit, unavailable or discontinued items may be substituted. We reserve the right to substitute discontinued or unavailable items. All measurements are expressed in inches unless noted differently.

RIGHT & LEFT: R = Right, L = Left. Right is right, left is left, for the equipment user. All items are sold as each, unless otherwise stated.

ALTERED ITEMS: Most manufacturers reserve the right to make changes. Items should not be made to fit, or altered, if different from the original. No credit can be given on items that are returned which have been altered or damaged.

WARRANTIES: Any warranties are provided by the manufacturer, not by us.

COPYRIGHTS: All drawings were drafted by our own salaried employees, at our own and sole expense. No drawings are copied from anyone else. All of our information was gathered by our own efforts and investment, investigated and evaluated by us, before it was put into all of our catalogs at our own and sole expense. We are using our own style, presentation, columns, layout and descriptions. We are assigning our own illustration keys and reference letters and numbers to replacement parts. Our efforts are tremendous. Naturally we claim the copyrights to all of our catalogs, from #300 to this current one, if specifically noted in them or not specifically noted in them. When someone copies our drawings it is assumed that he does not want to spend the money or hire skilled personnel, but wants others to carry this expense. Anyone in a position to distribute catalogs must know this. Some drawings have built-in errors for us to identify if these drawings are copied. Others are non-existent items with fictional specifications. Still, others are valid item, but have unneeded or fictional information to help us to identify which are copies. Reproduction of any kind, in part, whole, altered, added, shaded, distorted, upside down, turned, in reverse, compressed, expanded, larger, smaller, in any size, whatsoever, or any use of this material or numbers, for the purpose of selling goods, for profit or not, will be prosecuted to the fullest.