

## L. Powell Company Claim and Return Policy

L. Powell Company is committed to excellence in service and providing quality products. We want you to know that We Care about you and your Customers. In that spirit, we offer the following service agreement.

### **Manufacturer Defect**

All of our products are covered by a one-year warranty which assures workmanship and quality. Please examine the product to ensure that all parts are present prior to assembling items. If there are parts missing, please contact our customer service department at 1800-622-4456. Or, you may also FAX the document provided with your shipment to the number listed thereon. Please review our instruction sheets to identify the part number needed.

**Photos are required for any claims declaring a manufacturer defect.** Upon reviewing the photos, if your defective claims are approved, Powell will determine whether to send parts, offer discount, authorize repair (not to exceed 30% of the original selling price), or authorize you to donate or salvage the product.

### **Damage (Including Concealed Damage)**

Upon receiving merchandise, please thoroughly inspect the shipment and notate all damages in their entirety on the bill of lading. **It is very essential that you examine merchandise inside the box within 15 days of the time of delivery**. Concealed damage occurs when a product is damaged even though the cartons appear to be in good condition. **Concealed damage is the carriers' responsibility and must be reported immediately (since most carriers are not liable after 15 days)**. When processing claims with regard to damages including concealed damages, the following conditions apply depending upon your freight handling conditions:

1. **If you are a “freight collect or 3<sup>rd</sup> party” account, please file the claim directly with the carrier.** Liability for damage or loss to the consignee's property during transit rests with the carrier. Since you are the entity that is responsible for freight payment to the carrier, it is an issue to be resolved between you and the carrier. After initiating the claim with the carrier, if you need assistance, you may contact us.
2. If you are a “freight prepay and bill” account, please submit your claim within 90 days of invoice date to the Powell Company. Photos are required for claims exceeding \$150 or in the cases where full credits are granted by Powell regardless of the value. Again, Powell reserves the right to determine whether to send parts, offer discount, authorize repair (not to exceed 30% of the original selling price), or authorize you to donate or salvage the product.
3. If you are a customer who purchased the merchandise on-line or by catalogue, please make sure the original boxes are not discarded until you are certain the merchandise is in good condition. When damage occurs, please contact the original place of purchase immediately for assistance. Please note that all damages/defects must be reported within 15 days of receiving your merchandise. Unauthorized returns by Powell or the on-line company will result in no credit. Please note that a yellow warning label (PDF Attached) is attached to every box shipped from our warehouse; this label warns the customer not to discard of the boxes until they are positive that the merchandise is in excellent condition. Credits or pick ups are not possible without the boxes & will result in no credit. Following instructions on this “Return Policy” is strictly your company's responsibility, failure to adhere to any of the listed is not Powell's flaw.

## **Return**

If for any reason you are less than completely satisfied with your purchase, please contact Powell's Returns department **at 1800-622-4456, ext. 126 to obtain an RA Number.** The following criteria applies; All products are covered by a 60-day (from date of invoice) return policy. **No returns will be accepted without prior authorization by Powell.** Discontinued items are not accepted for returns. Returns are subject to a 15% restocking fee and the returning dealer is responsible for making shipping arrangements and will cover shipping costs. Merchandise accepted for return must be new, unused and be accompanied by the original invoice and in the original packaging.

However, for the customers who purchased the merchandise ON-LINE or by catalogue, please contact the original place of purchase immediately for further instructions. **Return/Customer Remorse** policies may distinct based on what on-line company you purchased the merchandise from. The merchandise must be boxed up in the original boxes in order for a pick up to be performed, ONLY once authorized. Unauthorized returns by Powell or the on-line company will result in no credit.

***This policy supersedes any other terms and conditions, unless mutually agreed upon in writing with the Powell Company.***