



**TERMS AND CONDITIONS CONCERNING PAYMENTS, RETURNS, AND CANCELLATIONS**

**Worthington Millwork, LLC- Terms and Conditions Concerning Payments, Returns, and Cancellations**

Worthington Millwork, LLC's Terms and Conditions for each order made by the purchaser are as follows:

**PAYMENT:** As a client of Worthington Millwork, LLC we give two options for payment of our products.

Option 1- All orders under \$10,000 require full payment to begin production.

Option 2- At least 50% down required to begin production on orders above \$10,000. The remaining 50% balance must be paid prior to shipping.

**RETURNS:** Worthington does not allow certain items to be returned. Please read and understand the following policy.

- (1) A 25% restocking fee will be applied to all returned items. Purchaser of items is responsible for freight charges back to manufacturing plant in addition to restocking fee. All returns must be made within 30 days of delivery of product or the items can no longer be returned.
- (2) All "special" orders are non-returnable. Special orders are defined as but not limited to the following:
  - a. Any item that is custom made
  - b. Any item that is cut to a specific height, or length, or split
  - c. Any item bent to a custom curve or radius
  - d. Any of Decorative capitals
  - e. Any columns that are above 12" diameter
  - f. Any stone, textured or custom painted products

Should you have any questions concerning whether or not your order is considered "special and non-returnable" please call our National Sales Office at 1-800-872-1608

**DELIVERY:** All shipments that leave our plant are in good condition and are packaged or crated accordingly to ensure that you will receive the product(s) in good order. During transit some items may be damaged or broken by the carrier. It is the consignees responsibilities to:

- (1) Make sure that all of the products received are in an acceptable condition and
- (2) Verify that there are no missing items from your order  
Worthington will not assume any responsibility for any damaged or missing items that was signed off by consignee "in good order."

**DO NOT SIGN FOR DAMAGED SHIPMENTS - YOU WILL BE RESPONSIBLE FOR DAMAGED SHIPMENTS THAT ARE SIGNED "IN GOOD ORDER" AT THE TIME OF DELIVERY.**

**CHOICE OF LAW:** Any disputes that develop under this contract will be settled according to the laws of the State of Florida.

**VENUE:** Parties agree that any legal action taken under this contract shall be instituted in the courts of Bay County, Florida.

**ATTORNEYS FEES AND COST:** The parties agree that in the event a dispute arises under this contract, the prevailing party shall be entitled to the reimbursement of reasonable attorney's fees and cost. Customer shall be responsible for reasonable attorney's fees and litigation cost incurred by Worthington Millwork, LLC in collection outstanding debt.

By signing below, you agree that you have read and understand Worthington Millwork, LLC's Terms and Conditions regarding Payments, Returns, and Cancellations. You also agree that the quotation submitted with these terms and conditions is correct and that you agree to pay all charges.

**SIGNATURE:**.....

**DATE:**.....

**TITLE:**.....



**DEALER OR JOB SITE DELIVERY CHECK LIST:**

Please check equipment and facilities that are available at the dealer location:

\*Loading Dock  Fork Lift  Fork Extenders  Fork Mast Height  Labor Crew

Job Site deliveries require attention. Please provide answers to all the questions listed below in order to assure that the scheduled delivery can be properly made. Confirm that the route to the site is clear and accessible with a 53' van and tandem tractor (18 wheeler). A map and clear directions must be provided for job site deliveries. Any charges accrued for failure to unload timely or re-direction of a load will be the responsibility of the customer. Once product has loaded the truck at our facility, we will not unload or bring back. Arrangements must be made to accept delivery.

\* Is this a RESIDENTIAL  or COMMERCIAL  ?

\* NAME..... Estimate #:.....

Contact Person..... Phone #:.....

ADDRESS:.....

CITY:..... STATE:..... ZIP:.....

Job Site Driving Directions (Required):.....

For job site deliveries, an alternative location **must** be provided in case of complications.

\*Alternative delivery address (required):  
.....

The shipping company will make appointments for delivery with the dealer or job site contact. The name and phone number of a person at the job site must be included.

\*Job Site Contact Person:..... Phone #:.....

\*Delivery date desired \_\_\_\_\_ See **Worthington's** Truck schedule for delivery dates in your area.

Please be aware that based on the equipment and facilities available, larger columns will probably require hand unloading. Personnel must be available to unload. The driver is not required to assist.

\*Authorized by:..... Date:.....

**WORTHINGTON MILLWORK, LLC – JOB SITE DELIVERY CHECK SHEET**

Job Site requirements (Please Circle):

YES	NO	
		Is access to job site suitable for our trucks (bridges, overpasses, tress wires, etc)?
		Is it necessary to call 24 hours prior to delivery? Aditonal freight charges may apply
		Are there any limited restrictions (limited access area)?
		Has time been communicated to contractor and has it been confirmed personal will be there?
		Is space available to park and unload?
		Is equipment available to unload truck?
		Are proper storage facilities available at job site?
		Is route suitable to exit job site?
		Is customer prepped to unload product at alternate location should driver deem site unsuitable (weather, etc.)?

Please note: All orders not received within(2) weeks of agreed upon delivery date will be subject to a storage handling charge.

*DO NOT SIGN FOR DAMAGED SHIPMENTS – YOU WILL BE RESPONSIBLE FOR DAMAGED SHIPMENTS THAT ARE SIGNED “IN GOOD ORDER” AT THE TIME OF DELIVERY. PLEASE CLALL US IF DAMAGE HAS OCCURRED.*

**OFFICE USE ONLY:**

DRIVER:.....

SN#:.....

*\*lines must be completed.*



**ELECTRONIC PAYMENT SERVICES**

**WORTHINGTON MILLWORK, LLC – Electronic Funds Transfer Form**

**BILLING INFORMATION:**

Exact Name On Check:.....  
Your Address:..... Country:.....  
City:..... State: ..... Zip Code:.....  
Phone Number:..... Fax Number:..... E-mail:.....  
.....

**Payment Information:**

**Option 1:** If your order is less than \$10,000.00 enter the full amount under 1<sup>st</sup> Payment Amount.

**Option 2:** If your order is greater than \$10,000.00 please enter your 1<sup>st</sup> payment amount as 50% of the entire order and your 2<sup>nd</sup> payment amount as the balance. The 1<sup>st</sup> payment will be processed immediately. The 2<sup>nd</sup> payment will be automatically processed 5 business days prior to shipping.

**1<sup>st</sup> Payment Amount:**

**2<sup>nd</sup> Payment Amount:**

Financial Institution Name:.....

City:..... State: ..... Zip Code: .....

EFT ABA Bank Routing Number (must be 9 numbers) Account Number (not to exceed 15 numbers)

1<sup>st</sup>: 

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2<sup>nd</sup>: 

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I authorize Worthington Millwork, LLC to charge my bank account in the amount(s) shown on the specified dates of the Worthington Terms and Conditions page. This is subject to all laws governing the use of banking accounts.

X.....  
Signature of Authorized Account Holder ..... Date .....