PremierSource SUPPLY

Standard Terms of Sale

Effective 13 September 2026 · Also published at www.premiersourcesupply.com/terms · Applies to every quotation and order unless we agree otherwise in writing.

1. Quotations

Quotations are valid for **fifteen (15) days** from their date unless the quotation states otherwise. Prices are in US dollars and are based on supplier pricing and availability at the time of quoting. Freight to the ship-to address on the quotation is included unless a line is marked "freight extra". If a supplier changes its price, discontinues an item, or cannot supply the quantity quoted, we will tell you promptly and re-quote; you are free to decline the revised quotation.

2. Orders and acceptance

A purchase order becomes binding only when we acknowledge it in writing. We place the corresponding order with our supplier after that acknowledgement. Terms printed on a customer purchase order that conflict with these terms do not apply unless we have agreed to them in writing.

3. Prices and taxes

Prices exclude sales and use tax, which is added where we are required to collect it. If you are exempt or purchasing for resale, a **valid exemption or resale certificate for the delivery state** must reach us before the order is placed. Certificates received afterwards cannot be applied retrospectively.

4. Payment

New accounts: **50% deposit on purchase order, balance before shipment**; a first order may require full prepayment. Invoiced terms are offered by prior written agreement, stated on the quotation, and net terms are reviewed after three orders paid on time. ACH or wire preferred; Visa, Mastercard and American Express accepted, and company check on approved accounts. **Pay only to the bank account printed on our invoice**; we never ask for payment to another account, or by gift card or cryptocurrency. We do not place an order with our supplier until the agreed payment has cleared. Title and risk of loss pass on delivery to your ship-to address.

5. Cancellation

An order may be cancelled without charge at any time before we place it with our supplier. Once placed, cancellation is subject to the supplier's own cancellation charge, which **may be up to 25% of order value**, together with any freight or handling already incurred. We will always tell you the actual charge before it is applied.

6. Delivery

Goods ship directly from our supplier to the address on the purchase order, to all 50 US states; territories and APO/FPO addresses are quoted case by case. Tracking is emailed when the order ships. Delivery dates are **estimates based on supplier information and are not guaranteed**; one order may arrive as more than one shipment. Claims for shortage, incorrect items or visible damage must be made **within five (5) business days** of delivery, with photographs where damage is alleged. Please do not refuse a damaged delivery without contacting us first.

7. Backorders and substitutions

If a line becomes unavailable or its lead time changes after you order, we will tell you promptly. You may then choose to wait, accept a substitute we propose at the same or lower price, or cancel that line for a full refund of the amount paid for it. If we cannot ship an item as quoted, the amount paid for that item is refunded within five (5) business days of our notice.

8. Returns

Returns are accepted where goods are defective or where we have made an error, and otherwise at our discretion. All returns require a **return authorization number** issued by us in advance; goods returned without one may be refused. Where our supplier applies a restocking fee, typically **up to 15%**, it is passed on and stated before you return anything. Custom, made-to-order, special-order, hazardous, sanitary and personal-protective items are frequently non-returnable unless defective.

9. Warranty

Goods carry the manufacturer's warranty. We pass that warranty through to you in full and will assist with any claim, but we give **no separate warranty of our own** and make no representation about a product's fitness for a particular purpose beyond the manufacturer's published specification.

10. Limitation of liability

Our total liability in connection with any order is limited to the **price paid for the goods giving rise to the claim**. We are not liable for indirect, incidental or consequential loss, including loss of profit, loss of use, or downtime. Nothing in these terms limits liability that cannot be limited by law.

11. Governing law and entire agreement

These terms are governed by the laws of the State of Wyoming, without regard to its conflict of laws rules; disputes are brought in the state or federal courts located in Wyoming. The quotation, our written acknowledgement and these terms form the whole agreement between us for that order and replace any earlier discussion or correspondence about it. Changes are effective only if made in writing.