

TERMS & CONDITIONS

Effective July 1, 2020

The terms on this page cancel all previous lists on items named herein and is subject to change without notice. It does not constitute an offer to sell and we reserve the right to reject any and all orders.

TERMS

Net 30 days. Subject to credit approval. Visa, Mastercard and Discover are accepted. Prices F.O.B. Akron, Ohio except as specified on this page. We will not be responsible for extra charges for inside delivery, re-delivery or "notification of arrival". We will not accept orders to be shipped C.O.D.

TITLE

Title of the products supplied shall pass to the customer when The R.C. Musson Rubber Co. provides the products to the shipping carrier for delivery to the customer.

RISK

Since title changes at shipping point, we recommend that the buyer consider insuring their shipment. Any request for shipment insurance is to be in writing on the purchase order.

VENUE

The courts in Ohio shall have exclusive jurisdiction of all matters relating to or arising out of any sale of materials by The R.C. Musson Rubber Co. Purchaser agrees to pay any collection costs incurred to collect the account balance, including reasonable attorney's fees.

QUALITY CONTROL

While strict quality control is run on all colored stocks some slight variations occur from time to time. We cannot guarantee exact color shading nor uniform marbleization. All product dimensions are subject to manufacturing tolerances. We make every effort to check all shipments for correctness and quality. It is essential that upon initial opening of cartons or unrolling of rolls, any alleged errors or manufacturing defects are reported to The R.C. Musson Rubber Co. at once (1-800-321-2381). We will not be held responsible once materials are installed or have been used.

COLOR SELECTION

Product colors are reproduced in our catalog and on our website as accurately as possible. Final color selection should be made from actual samples. (Several products have the same color designation but are manufactured from different compounds and will not match.)

WARRANTY

The R. C. Musson Rubber Co. warrants all rubber stair treads and raised pattern landing tiles against excessive wear for a period of 5 years; sheet rubber and smooth tile for a period of 10 years. All other first quality regular products are warranted against manufacturing and material defects provided Seller's recommended installation and maintenance instructions are followed and Seller's recommended adhesives are used. Seller does not warrant matching of shade or pattern of mottling. Merchandise will conform to contract description and merchandise delivered will be of average quality within description; and if purchased by sample, merchandise shall conform to such sample with only such reasonable variation as is, in the opinion of the Seller, acceptable in the trade. Any defective material will be repaired or replaced free of cost if a claim of such defect is brought to Seller's attention in writing and if Seller's examination shows that the product has failed under terms of this Warranty. Seller shall not be responsible for installation costs involved in repair or replacement nor any incidental or consequential damages arising out of the existence of such defects. Seller shall not be responsible for any Liability for damages resulting from handling, use, or further processing of said merchandise whether alone or in combination with other materials. The maximum period of responsibility under this Warranty is one (1) year from the date of shipment. **THIS WARRANTY DOES NOT INCLUDE:** Dissatisfaction due to installation, improper maintenance, improper underlayment, and irregularities caused by underlayment including, but not limited to moisture, alkali, or hydrostatic pressure in sub-floor; damage due to accidents or abuse including, but not limited to gouges, scuffs, scratches, indentations, and discoloration caused by heat, sunlight, or ultraviolet light; damage caused by improper storage or handling prior to installation; damage caused by high heel or spike heel traffic; damage caused by foreign material placed, spilled or tracked on product. Other than stated herein, Seller makes no warranties with respect to its products, their merchantability or fitness for a particular purpose. No representative has authority to make representation, promise or agreement except for stated above.

PRODUCT SUITABILITY – LENGTH OF SERVICE

Determination of suitability of any product or application shall be the sole responsibility of the Buyer or User. No guarantee is given as to length of service on any application. Suggestions made by Seller in its literature concerning uses of products are believed to be reliable, but Seller makes no guarantee of results to be obtained. Unless specifically recommended herein, products are not recommended for use in commercial kitchens or below grade use.

RETURN OF MERCHANDISE

Merchandise may not be returned unless written authorization is granted in advance by our office in Akron, Ohio. When such authorization is granted, merchandise must be returned to us transportation charges prepaid; a return handling charge will be assessed. Special size, special run, special color, or custom made materials are not returnable. (While many stair tread and matting items are shown as "standard" they are special run, or cut to size, when ordered.) Adhesives are non-returnable.

SPECIAL CUT MATTING

There is a charge of \$3.00 net per lineal foot for any special cut matting when cut down to other than standard width.

DIMENSIONS – CUSTOM MADE ITEMS

Show overall dimensions including nosing or edging where used when placing orders for custom made items. Label dimensions “exact size of mat”, “exact size of recess”, “exact size of confined area”, whichever applies.

IRREGULAR SHAPES OR SIZES

Send sketch showing size and shape with all dimensions. Include arrow showing direction or traffic.

SPECIAL PACKAGING CHARGE

If special packaging is necessary, or if standard packaging must be changed so as to be within size or weight limitations for shipment by UPS, FedEx, Parcel Post or other such carriers, there is a special packaging charge of \$10.00 net per extra package.

DAMAGED GOODSS – SHORTAGES

Inspect and count packages before accepting shipment. You must document damage or shortages on the Delivery Receipt. According to ICC regulations, filing claims with freight carriers is the responsibility of the consignee. Claims must be made within six (6) months. Contact our Customer Service Office for assistance.

SMALL ORDER CHARGE

A service charge of \$10.00 net will be added to all invoices covering merchandise totaling less than \$75.00 net.

CANCELLATION FEE

A fee may be charged for any order cancelled once it has been entered into production.

UPS & FEDEX SERVICE CHARGE

A handling charge of \$2.00 net will be added to each package shipped via UPS, FedEx or other non-common carrier. Any UPS, FedEx or other carrier surcharges (for oversize packages, un-cartoned items or other restrictions) will be added to your shipping charges. Customer will be responsible to pay for errors resulting from incorrect addresses or account numbers.

COMMON CARRIER HANDLING CHARGES

A \$10.00 net handling charge will be added to all shipments made via common carrier, including third party collect shipments.

PARCEL POST HANDLING CHARGE

A handling charge of \$20.00 net will be added to all shipments made via Parcel Post.