

## Guardian USA Shipping Policy

This policy accompanies the acknowledgement of the Customer's purchase order. Guardian will operate under conditional approval from the Customer to this policy unless otherwise notified. Note: some points of this policy do not apply to shipments direct from the factory.

**Order Acknowledgements:** Orders will be acknowledged by e-mail within one (1) business day of receipt. The Customer will all provide e-mail and contact information to facilitate communication including invoicing. If paper invoices are required it is the responsibility of the Customer to make the request. Updates regarding estimated shipping times and a post-shipment notification with tracking information will be provided.

**Shipping Terms:** Unless otherwise approved, all shipments will be FOB (Free on Board) Guardian's facility. All shipping dates provided are estimates and based upon product availability and carrier information. If a shipment is delayed due to acts of the Customer or at the Customer's request, Guardian has the right to return goods to inventory or at the Customer's choosing, store goods at the Guardian location at the Customer's risk and expense.

Customer obtains title to and risk of loss of the goods upon delivery to the freight carrier at the FOB location. It is the responsibility of the Customer to file any damage goods claims or shortage claims with the freight carrier.

**Shipment Damages:** During receipt of goods, Customer should inspect the shipment carefully, note any and all damage or shortages on all freight bills and photograph any damage (if possible) prior to signing the freight bill and returning it to the carrier's driver. It is the Customer's responsibility to contact the carrier. Notify Guardian within two (2) business days after receipt of goods at [orders@adhguardian.com](mailto:orders@adhguardian.com) or 562-948-1816 x205 and send copies of the claims for record. Guardian maintains a visual record of all outbound freight shipments and can offer claim assistance.

**Shipping Errors:** The Customer must notify Guardian of any shipping errors within two (2) business days of receipt of goods. Notify Guardian at [orders@adhguardian.com](mailto:orders@adhguardian.com) or 562-948-1816 x205.

If it applies, an RGA (Returned Goods Authorization) will be issued. All instructions regarding the return will be provided and a new replacement order shipment will be created. In the case of a shipment overage or mis-shipment of goods, an RGA will be issued, and the original invoice will be credited upon return of the product. Guardian will assume all costs for product returned due to Guardian errors. Goods should never be returned without an RGA.

**Freight Terms:** Unless otherwise stipulated by the Customer, all items ship on a "pre-paid and add" basis. Cost of freight will be added to the Customer's invoice.

**Customer Pick-Up Orders:** Guardian products are available for will call pick-up at distribution locations. The Customer will be asked to provide a date and time window for the pick-up at least two (2) days prior to the desired date. A confirmation will be provided by Guardian. It is the Customer's responsibility to bring equipment suited for the load and safety of the Customer. Loading fees incurred due to improper equipment for the load or unsafe conditions created as determined by the distribution center manager will be billed to the Customer.

**Back Orders:** Customer will be notified if all line items of the purchase order cannot be fulfilled. Back orders may be requested by the Customer. If back orders are not requested, all line items that can be, will be filled, order shipped, back orders cancelled and order closed.

**Service Parts Shipping Point:** Service parts ordered will ship from the ADH Guardian USA LLC facility in Richardson, TX. At the discretion of ADH Guardian USA LLC, if on a single purchase order, service parts may be separated from other products ordered by the Customer and two shipments created. Standard shipping terms will apply.

**Credit Hold:** If an order is not released from credit hold within fifteen (15) days of the receipt of the order, the order will be cancelled and must be reordered. Reorders will be subject to pricing and terms in effect at the time of the reorder.