

Shipments & Returns

This “Shipments and Returns Policy” outlines the rights and obligations of Acra-Plant dealers with regards to discrepancies in shipments and returns of unsold items to Acra-Plant.

Shipments

Acra-Plant must be informed of any shortages in shipments within ten (10) days of the arrival of that shipment or shipments at the dealer or end user (in the case of drop-shipments from Acra-Plant to the end user). Shortages for truck shipments via LTL, UPS or other common carrier should be forwarded to the carrier for adjustment via freight claim. Shortages deemed by Acra-Plant corporate office or our Territory Managers to be our responsibility will be corrected through a credit on the account of the dealer or through replacement of the item(s) that were missing from the shipment. It is the sole responsibility of the dealer to count the item(s) received on shipments and to make appropriate claims for shortages within ten (10) days of the receipt of the item(s).

Execution of dealer rights for shipments:

1. Dealer shall provide Acra-Plant with a copy of the Acra-Plant packing slip (pick list) highlighting the item(s) that were alleged to be missing. A copy of the packing slip is to be faxed or mailed to Acra-Plant within ten (10) days of the receipt of the shipment.
2. The Acra-Plant Territory Manager may at our discretion be asked to visit the dealer and examine the shipment and shortage prior to extending credit or replacing the items.
3. Acra-Plant will at its sole discretion replace the missing item(s) or credit the dealer account for the net dealer cost of the item(s) found to be missing. If replaced, Acra-Plant will replace the missing item(s) to the dealer including free return transportation via the mode of our choice.

Returns

Acra-Plant will accept the return of new item(s) originally purchased into dealer stock from Acra-Plant for a period of one (1) year from the date of original purchase from Acra-Plant. Any acceptance of new item(s) older than one (1) year shall be subject to individual negotiation by the Territory Manager and corporate management of Acra-Plant. Acra-Plant reserves the right to refuse or accept returned merchandise. All items returned must be current to the stream of commerce in the geography where originally sold to the dealer and not deemed to be obsolete due to acts of nature or naturally occurring changes in consumer preference. All new items returned shall be in merchantable condition and shall not require repackaging, rework or repainting. Returned item(s) shall be subject to a twenty percent (20%) restocking charge. Returned item(s) shall **not** be accepted unless authorized in advance and in writing according to the “Execution of dealer rights for returned goods” outlined below.

Execution of dealer rights for returned goods:

1. Dealer shall provide Acra-Plant with a copy of the original invoice for the item(s) to be returned and a written explanation of the reason for return.
2. The Acra-Plant Territory Manager or the dealer shall complete a Acra-Plant Returned Goods Authorization (RGA) for the item(s) to be returned. Upon inspection of the original invoice and the written explanation for return, the Territory Manager will authorize return of the item(s) for inspection and subsequent credit. It is the dealer's responsibility to return the item(s) to Acra-Plant at the dealer's expense; however, the Territory Manager may elect to return the items(s) to Acra-Plant via our truck. Extension of this courtesy does not constitute the final decision to extend return credit for the item(s).
3. Upon receipt of the item(s) and the RGA, Acra-Plant will inspect the items for merchantability and general condition. Credit on account will only be applied after the items have been inspected and accepted. Credit against the dealer account receivable will be applied **less** the twenty percent (20%) restocking charge. There will be **no cash refunds** for returned items. The Territory Manager will communicate (to the dealer) acceptance (or rejection) of the returned goods and the final credit amount.