



GENERAL TERMS & CONDITIONS

Terms and Conditions are effective for all shipments beginning January 1, 2021.

Pricing

All prices are LIST and do not include shipping. Regular ground transportation only dock to dock – via carrier of OSR's sole discretion will be added to LIST pricing. Any additional transportation charges such as, but not limited to, non-standard routing, authorized split shipments, re-consignment, re-delivery, or storage will be the sole responsibility of the customer. Alaska, Hawaii and Puerto Rico prices include shipping to port of embarkation. Additional fees and taxes will be quoted for each specific order.

Crating Fee

Any finished goods requiring crating to protect for damage will incur a \$200 net fee per crate.

Installation And Assembly

Installation and assembly is NOT included in Pricing.

Special Shipping Requests

Any special requests such as "Inside Delivery" will incur additional shipping charges and will be the responsibility of the customer. Please call Customer Service for a quotation. Any special requests made by the customer directly to the carrier will be the sole responsibility of the customer.

Routing

OSR reserves the right to use the carrier of its choice at their sole discretion.

Customer Designated Freight Carriers

For customers designating their own freight carrier, freight charges shall be collect or third party billing. An additional charge may be required for packing and loading. All freight will be subject to the actual freight class. OSR will not be responsible for any billing disputes with shipments FOB Factory. Additionally, any damages or short shipments will be the sole responsibility of the customer with shipments FOB Factory.

INTERNATIONAL SHIPMENTS:

Please contact Customer Service for quotation (888) 772-4788.



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Cancellations and Changes:

Cancellations or changes will not be accepted once a purchase order has been acknowledged without express written approval from OSR. Requests for order cancellation or change must be received in writing. If cancellation is approved, a processing fee of 25% of the original purchase amount will be assessed. All non-standard orders for special construction or special finish cannot be cancelled once production has started or materials have been ordered.

Terms of Sale

All prices herein are list prices, freight excluded, F.O.B. origin to the 48 contiguous states. Orders to Alaska, Hawaii and Puerto Rico are shipped to port of embarkation.

Illustrations, specifications, and prices are based on the latest information at the time of publication. The right is reserved to make changes at any time without notice regarding pricing, finishes, materials, specifications, and models, and to discontinue models and finishes.

OSR is not responsible for omissions or errors in typography or photography.

All orders are subject to acceptance by OSR. The purchaser is responsible to submit complete orders. Incomplete or incorrect orders will be processed upon reception of the complete information and normal production lead-time will be applied from the date that the complete information is received.

Payment terms: 1% 15 days, Net 30 Days. A 50% deposit prior to order processing with balance paid prior to shipping applies to all orders for customers who have not established open account terms with OSR.

OSR does not allow any unearned discounts. All unearned discounts will be charged back to the customer. Interest will be collected at the legal maximum rate on all past due accounts.

OSR does not allow C.O.D. shipments. Credit card payments are subject to 3% processing fee.



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Quotes

All OSR price quotations are estimates only. Applicable shipping, taxes and other charges may not be included. A quote may be withdrawn at any time. In the event of errors or omissions, the offer will be void and will be corrected upon request. All quotes for custom-manufactured items subject to change pending sign-off on final design drawings. All clerical errors are subject to correction. Customer acceptance of an OSR Quote should be made by issuing a Purchase Order.

New Accounts

Possession of the price list does not constitute an offer to sell. Please contact OSR for your area representative or visit our website, www.OSRHospitality.com.

Order Processing

Purchase Orders must be received in writing. This includes orders sent via U.S. Postal Service, fax and e-mail. All orders received via e-mail must contain either a digital signature or a signed purchase order in PDF format. Duplicate purchase orders not marked "CONFIRMATION" are the sole responsibility of the customer. Purchase Orders must be complete and pricing correct.

Sales Order Acknowledgement

Important: All orders are manufactured and invoiced according to the Sales Order Acknowledgement. Please review your acknowledgement and immediately report any discrepancies to OSR. Modifications to acknowledged orders are not allowed without express written authorization. The details appearing on this acknowledgment will describe the items to be shipped to the purchaser and the ready to ship date (not the actual shipping date). It is the purchaser's responsibility to verify that the acknowledgment information is correct. If not, the purchaser must notify Berco within 48 hours in writing. Failure to provide corrections within 48 hours could be subject to extra charges (see Cancellations and Changes).

Modifications

Modifications to our standard items are available. Call Customer Service for assistance and pricing. Engineering charges will be quoted on the initial purchase, if applicable.



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Taxes

Applicable sales and other taxes will be charged separately unless the proper exemption certificate for such taxes is supplied.

Storage Of Goods

If requested, OSR will endeavor to store merchandise for the purchaser. For rates, please contact our Customer Service department.

Repairs

OSR will not allow charges for repairs and deductions for repair costs without prior written authorization. Customer Service will provide the necessary authorization forms and instructions for repairs.

Returns

Returns will not be accepted without prior written authorization by OSR. OSR Customer Service will provide the necessary return authorization forms and Bills of Lading. Returns that are unauthorized and not accompanied by the required documentation and Bills of Lading will be refused. The decision to allow product to be returned is at OSR's sole discretion.

A restocking charge of 25% of the original purchase amount will incur on standard items authorized for return provided all goods are in perfect condition. All freight charges incurred in the return will be the sole responsibility of the customer.