



# Terms & Conditions

## FREE DELIVERY / NEXT-DAY DELIVERY

**Receive your order the next day, Mon.-Fri., to most locations when you place your order by 5:00 p.m. local time.**

FREE FREIGHT on stock orders of \$50 or more delivered via local truck delivery network. Stock item orders under \$50 are subject to \$7.50 handling fee. Outside of the local truck delivery network, FREE FREIGHT is available on orders over \$100, except for items designated as containing hazardous material, oversized and/or heavy.

Items designated as containing hazardous material, oversized and/or heavy can be shipped freight free on orders totaling over \$500 (merchandise value). Major appliances, ice melt products, Factory Direct/Drop Ship items and certain HVAC items are excluded.

Emergency deliveries are available in most locations; contact your sales representative for more information.

## SIGNATURE WAIVER

The Home Depot Pro requires a signature to be obtained upon delivery as evidence of receipt. While authorization to deliver orders without a signature may be requested, a signed waiver must first be received and placed on file with The Home Depot Pro. The risk of loss of the delivered products shall be borne by customer and customer agrees to hold The Home Depot Pro harmless from all claims for liability and related expenses. Customer further accepts liability for any and all loss or damage to the order after delivery.

## PRICING / CATALOG ERROR

Although we strive to honor the printed prices in this catalog, due to market conditions, we reserve the right to change prices without notice. We also reserve the right to correct typographical and pricing errors without notice. Items that are exempt from pricing discounts and rebates are designated with an icon. For real-time pricing and product availability, please visit wilmar.com.

## PAYMENT TERMS

The Home Depot Pro reserves the right not to process orders below \$50.00. Unless otherwise stated, payment terms are net 30 days (with approved credit) or Prepay In Advance with Credit Card or Telephone Check. For your convenience, we accept VISA, MASTERCARD, DISCOVER, and AMERICAN EXPRESS. Payments made with a credit card are not eligible for cash discount. A service charge of 1.5% per month will be added to all past due accounts. Venue and jurisdiction are established in Duval County, Florida, in accordance with the laws of the State of Florida. Customer agrees that any credit balances issued will be applied within one (1) year of issuance. If not applied or requested within one (1) year, any balance will be subject to cancellation, and The Home Depot Pro shall have no further liability.

## BACK ORDERS

Unshipped merchandise from your original order will be shipped when merchandise is available within thirty (30) days. Prices and terms on original order will be in effect on the back order.

## WAREHOUSE STOCK

Certain items are stocked only in regional warehouses, therefore, additional shipping time and charges may be required regardless of order size. All items are not stocked in every warehouse.

## TAX INFORMATION

Sales tax applies to the state where merchandise is being delivered. The Home Depot Pro is registered to collect tax in all states that impose a sales tax and the District of Columbia. Sales tax will be invoiced in these states unless a state resale certificate is furnished.

## DAMAGE / SHORTAGE CLAIMS

In those rare instances when a package is lost or an item damaged in transit, we will file the claims. YOU HAVE NO PAPERWORK OR INCONVENIENCE - Just follow these simple instructions:

1. Count number of cartons. This must be the same as shown on the freight bill. If not, sign freight bill short before driver leaves. Any visible signs of damage, including shrink-wrap being torn or missing, should be noted on freight bill.
2. Check in shipment immediately and report discrepancies as soon as possible. If shortages are not reported within 72 hours of receipt, they will not be credited.
3. UPS will not always deliver all cartons on the same day. Make sure number of cartons shown on packing slip matches those delivered before claiming shortages.
4. If a shortage has been called in, but later received, please notify us immediately so paperwork can be corrected.

## RETURN GOODS POLICY

1. Requests for returns must be made within 60 days of purchase.
2. There will be a 20% restocking fee on all returns other than defective goods or shipping errors.
3. Product that is not considered defective or damaged must be returned in its original packaging and must be returned in good, re-saleable condition or credit may not be granted.

## TO OUR VALUED CALIFORNIA CUSTOMERS

We have placed warnings on our products containing certain chemicals or chemical components as required by California law.

## LIMITED WARRANTY

Goods or products not manufactured by seller are warranted and guaranteed only to the extent and in the manner warranted and guaranteed to purchaser by the original manufacturer of such goods or products.

## LIMITATION ON LIABILITY

IN NO EVENT SHALL THE HOME DEPOT PRO OR ITS RESPECTIVE AFFILIATES HAVE ANY LIABILITY FOR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS OR LOST GOODWILL, INDIRECT DAMAGES, SPECIAL DAMAGES, INCIDENTAL DAMAGES, MORAL DAMAGES, LIQUIDATED DAMAGES, PUNITIVE DAMAGES, EXEMPLARY DAMAGES OR ANY OTHER FORM OF DAMAGES ARISING OUT OF THE PRODUCTS OR GOODS SOLD IN THIS CATALOG, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF THESE TYPES OF DAMAGES, WHETHER SUCH DAMAGES ARE ALLEGED IN TORT, CONTRACT OR OTHERWISE.

## GOVERNING LAW AND VENUE

With regard to any claim, suit, or action related to the purchase of the products or goods in this catalog, the rights and obligations of the parties shall be governed by and interpreted in accordance with the laws of the State of Florida, without regard to its conflicts of laws principles. Any and all disputes arising hereunder or otherwise relating to the products or goods sold in this catalog shall be brought exclusively before the state or federal courts of Duval County, Florida.