

1 Noyes Avenue, East Providence, Rhode Island, 02916
Local: (401) 434-4355 | USA: (800) 876-3736 | Fax: (401) 434-7414



Terms & Conditions

Assembly & Engineering: Assembly, installation, and alterations to the building, plumbing, or electrical is not included. Customer is responsible for all engineering calculations, architectural drawings, and high pile drawings as well as third party inspections. City and State business licenses are also not included in quote.

Permits: All permits are the responsibility of the customer and not American Surplus Inc. unless otherwise specified.

Returns: Returns will be accepted only with prior written authorization from American Surplus, Inc., which need not be given. All returns will be subject to a minimum twenty percent (20%) re-stocking charge and freight costs. Pre-owned equipment is returned for pre-owned merchandise credit only. No returns after ten (10) days of purchase.

Cancellations: Orders are not subject to cancellation except under the consent of American Surplus, Inc., which need not be given. Upon consent from American Surplus, Inc., orders may only be cancelled under terms which indemnify American Surplus, Inc. against all losses related to purchase and subsequent cancellation.

Freight Charges: *FOB American Surplus, Inc., 1 Noyes Avenue, East Providence, Rhode Island, 02196 unless otherwise noted.* All collect shipments require confirmation from buyer that a check will be present at time of delivery before any shipment is made. Freight charges are not included unless stated (partial shipments require full payment). For more detailed shipping terms see the shipping options page on our website at https://www.americansurplus.com/shipping_options.

Detention Charges: Upon confirmation that a customer's order is ready for pickup or shipment, the customer will be notified. Upon notification, the customer will have one (1) week to arrange pickup or shipment with American Surplus, Inc.'s traffic manager, after which American Surplus, Inc. will charge a storage & handling fee of two percent (2%) of the total cost of the customer's order per week that the customer fails to coordinate fulfillment of their order. This fee will be added as a separate invoice to be paid prior to pick up or shipment of the customer's order.

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Suitability of Equipment: Customer is solely responsible for the final determination on the suitability of equipment purchased from American Surplus, Inc. for his or her needs. American Surplus holds no responsibility regarding the suitability of any equipment purchased by the customer for any specific application.

Condition of Equipment: We try to describe our used equipment as accurately as possible. All equipment is available for viewing in person, either through digital pictures or the Internet. The customer is responsible for final determination on the suitability of the equipment for his or her needs. Although every attempt has been made to ensure the accuracy of this website, ASI is not responsible for typographical errors. Specifications and prices are subject to change without notice.

Capacities: ASI does not provide written or verbal acknowledgement of weight capacities on any equipment unless stated and the customer agrees to seek out the manufacturer or visit their website to acquire such information as it relates to new product weight capacities. Pallet rack capacities indicate pallet loading only and does not consider any other factors. Customer may also hire an engineer to calculate such capacities. It is also the responsibility of the customer to post and attach capacity plates to each rack.

No Warranties: Disclaimer: Limitation of Liability: Unless otherwise specifically set forth on the sales order or herein to the contrary. The goods are sold by American Surplus Inc. or Seller to Buyer AS IS WHERE IS with all faults. Seller makes no express, oral, written, or implied warranties of any kind whatsoever, including, but not limited to, warranties of merchantability and fitness for a particular purpose or any other matter. Seller shall not be liable in event for any special incidental and/or consequential damages or expenses of any kind, including, but not limited to, lost profits or revenue. No employee or agent of ASI has the authority to make any representation or warranty with respect to goods sold hereunder. It is the responsibility of Buyer (and not ASI) to determine the suitability of the goods for their intended use or fitness for any particular purpose.

Assignment of Warranty: If the goods sold hereby are new, ASI makes no warranty of any kind or nature with respect to the same as set forth above. (Item 1), but does hereby assign, convey, transfer, and deliver to Buyer all of ASI's right, title and interest in and to any such warranty made by the Manufacturer(s) of the goods sold hereby to the entire extent that any such warranty(ies) is/are extended to ASI, by the manufacturer thereof.

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Acceptance: Acceptance of ASI's quote / sales order relating to the material is expressly made conditional on the Purchaser's acceptance of these terms and conditions, which are in lieu of any additional or different terms contained in Purchaser's purchase order or other documentation or communication pertaining to the Purchaser's order of the materials, which additional or different terms shall be deemed ineffective and rejected. Purchaser assents to the Terms and Conditions of this offer by executing an order or otherwise accepting ASI's quotation by signing the Quote / Sales order.

Installations: Customer agrees by signing the Quote / Sales order to ASI's standard Installation Agreement, which is outlined on our website at <https://www.americansurplus.com/installation-agreement-19/>.

No Cancellations: Orders are not subject to cancellation, except with the written consent of ASI, which need not be given.

Returned Goods: Goods purchased may not be returned without written permission from ASI; a restocking fee of 20% will be applied to all returned material. Refund will be issued in the form of a merchandise credit (valid for one hundred and eighty (180) days) issued to Buyer.

Refused Goods: Orders refused by Buyer will be subject to a restocking fee of 20%, costs of labor, and return freight charges.

F.O.B. Point: ASI goods sold hereunder shall be delivered F.O.B. its shipping point and shall beat the risk of Buyer from the time the goods are delivered to the carrier by ASI at the point of shipment (ASI facility), unless other delivery terms and/or conditions are specifically stipulated by ASI and Buyer herein. ASI will assume no responsibility for any loss caused by non-delivery at a specific time or date. See the shipping options page on our website for further details.

Damage in Transit: For your protection, Buyer should examine each shipment carefully to determine if there is any evidence of damage or shortage in transit. Buyer should insist that delivering carrier make appropriate notation on the freight bill before Buyer signs it. If concealed damage is discovered after receipt of shipment, Buyer should immediately notify the carrier, requesting an inspection report to support any claim Buyer may have. Any claim for damages or shortage in transit must be filed with the delivering carrier. ASI will not accept returns of merchandise damaged in transit. Buyer's recourse is with the delivering carrier.

Past Due Accounts: All accounts, if not paid when due, are subject to a 1.8% per month carrying charge or what the law will allow until paid in full.

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Other Charges: Customer agrees to a weekly detention of 1.5% of the total dollar amount of the order that is not picked up or shipped upon written notification that the order is ready to ship.

Indemnification: Sellers shall not be liable to Buyer for, and Buyer shall defend, indemnify and hold seller harmless from all liability, claim, loss, damage or expense of any kind or nature including, but not limited to, Attorney's fees, caused or allegedly caused, directly or indirectly by (a) the possession, use or performance of the goods by Buyer, (b) any interruption or loss of service, use or performance of the goods, (c) any loss of business or profits or any special incidental or consequential damages, even if the Seller shall have knowledge of the possibility of such potential loss or damage, (d) damage to the goods or other property under any theory, and (e) injuries to persons occurring due to the acts of negligence of Buyer and/or any third parties governing law. This agreement shall be governed by the laws of the state of Rhode Island and both parties consent that all controversies are subject to the exclusive jurisdiction and venue of the State of Rhode Island courts. The buyer expressly agrees to pay all costs and reasonable attorneys' fees of ASI in connection with any legal action brought by or against ASI to either enforce or successfully defend the terms of the Agreement.

Costs of Collection: In the event that all or any part of the amount due hereunder is not paid as required, all costs of collection of the same (including Attorney fees and costs of litigation) incurred by ASI shall be paid by Buyer to ASI.

Governing Law: The validity, interpretation, and legal effects of all contracts, agreements, and sales/purchase orders shall be governed by, and the rights and liabilities of the parties thereto shall be determined in accordance with, the laws of the State of Rhode Island, and, for the purpose of resolving any issue pertaining to conflicts of laws, all acts to be performed and/or observed thereunder shall be deemed to be fully and solely performed and/or observed within the State of Rhode Island.

Electronic Communications: When you visit americansurplus.com or send emails to us, you are communicating with ASI electronically. You consent to receive communications from ASI electronically. We will communicate with you by email or by posting notices on our website. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.