

Terms and Conditions

OFFICE HOURS:

8:00 am - 4:00 PM Monday through Friday PST.

WILL CALL HOURS:

9:00 am - 3:00 P.M. Monday through Friday PST.

ORDERS:

Orders may be accepted by Tailgater, Inc. only on the terms set forth herein and are subject to prior sale. Terms in Buyer's order in addition to or not identical with the Terms and Conditions of sale will not become a part of the Agreement. Buyer's order will imply acceptance subject to the following Terms and Conditions of sale unless previously agreed upon in writing. For protection of both Buyer and Seller, no departure from the Terms and Conditions will be allowed unless signed by both the Buyer and authorized agent of Tailgater, Inc. (hereinafter referred to as the "Company").

PRICES:

Company will provide published price lists. All prices are subject to change without notice. Buyers will be notified of price changes as soon as possible. Prices quoted on Tailgater order confirmations are good through delivery of that particular order. All other prices quoted by Tailgater are good for 30 days only. Firm quotes beyond 30 days must be confirmed with specific dates, in writing, by the Company.

TERMS:

Payment must be made within THIRTY (30) DAYS OF INVOICE DATE. After 30 days a pro-rated 1.5% per month service and bookkeeping charge will be added to the past due amount. All service and bookkeeping charges must be paid in addition to the amount due prior to the Company shipping additional orders. Company may at any time when, in its opinion, the financial condition of the Buyer warrants it, either alter or suspend credit and delay delivery until such time as the revised terms are met.

Company shall have the right to cancel any order placed or refuse or delay the shipment thereof for failure of Buyer to meet promptly payments due Company or any other reasonable requirements established by Company.

PAST DUE ACCOUNTS:

No shipments will be made to past due accounts.

RETURNED GOODS: Returns must be pre-approved and accepted by Company under the following procedures and limitations only.

- A. A written request (FAX or letter) for return must be made by the Buyer.
- B. The return must be pre-approved by -Company and a return number assigned.
- C. Returned goods must be new and in salvable condition without modifications or changes in any way and must be shipped in original Company shipping boxes.
- D. Returned goods must be sent freight prepaid. COD shipments will be refused automatically. The return number must appear on the shipping paper to obtain credit.
- E. Returned goods must be catalog items only specially produced parts are not eligible for return.
- F. There will be a 30% restocking charge on all items returned to stock by Company
- G. Company reserves the right to refuse return on items that are not readily salvable through our usual channels of distribution.
- H. No items will be accepted for return credit after 120 days from the date of shipping.

CANCELED ORDERS:

Orders placed by Buyers may be canceled subject to the following procedures and limitations.

- A. Orders must be canceled within 10 working days of order and in all cases before shipment.
- B. EXAMINE ALL ACKNOWLEDGMENT COPIES OF SALES ORDERS CAREFULLY AS SOON AS RECEIVED.
- C. Only standard catalog items in normal salable quantities are eligible for cancellation.
- D. Orders for non-standard parts may be eligible for cancellation with a charge for work already completed and/or material acquired by Company to fill order.

CONFIRMATION:

Orders mailed to the factory in confirmation of phone orders must be clearly marked "Confirmation." Company cannot accept responsibility for duplicate shipments.

CREDIT:

All new accounts must submit a Tailgater Credit Application completely filled out and signed by a person legally able to obligate the new account. Credit applications will be approved in a timely manner.

COD OR CBD:

Any COD order must be pre-approved by Tailgater. Company does not ordinarily ship COD. All orders without prior credit approval or outside the continental 48 states must be paid CBD. Payments must be made by cash, certified check, money order, or cashier's check.

ADDITIONS TO ORDERS IN HOUSE:

Orders for additional systems must be received within 14 days of acknowledgment date of original order to be considered part of the same order.

FREIGHT POLICY:

Freight will be pre-paid on products that meet the freight qualifying amounts, based on customer's buying level. Freight on products that ship motor freight only, will be given a 6% freight allowance, off invoice. Orders will not be split shipped. Additional charges over and above this allowance will be added to the invoice and must be paid by the customer. All parts are shipped FOB Salinas CA. This policy is for shipments within the contiguous 48 states.

SHIPPING:

In the absence of specific shipping instructions from Buyer, Company will ship best way based upon our experience. Shipping charges are Buyer responsibility

SHIPPING CLAIM:

Immediately notify your freight company. Collection will be made from them.

TITLE:

Title to merchandise passes to Buyer when shipment is picked up from our factory.

TAXES:

Company sells to wholesale accounts and, if applicable, Buyer must execute a Resale Certificate for our files. Orders outside the state of California are not required to pay California sales tax. Company is not responsible for any excise, sales, inventory or any other taxes or duties on account of Buyer.

WARRANTY/GUARANTEE:

Systems manufactured by Tailgater Inc. Are warranted for three years from date of shipment to be free of defects in workmanship and material, except for hardware and ancillary items (handle assemblies, gas struts, and electrical components), which are warranted for one year. If there are any problems with the workmanship of our product, Tailgater Inc. will adjust, repair, or replace the product to the buyer's satisfaction.

DISCLAIMER OF EXPRESS WARRANTIES:

Except as guaranteed above, Company warrants that the goods are as described in this Agreement, but no other express warranty is made in respect to the goods.

DISCLOSURE:

The Company reserves the right to make substitutions, additions or deletions to the product line. Company shall not be responsible for legal or consequential damages caused by delay in delivery or failure to manufacture or deliver.

INTERPRETATION:

This contract contains all of the terms and conditions of the Agreement between the parties. No previous actions or prior dealings between the parties shall amend supplement or explain any of the terms and conditions of the Agreement

RIGHTS RESERVED:

The Company reserves the right to sell or not to sell its products to any person or party, and the possession of its prices, catalogs or any other information on product by any person or party shall not be an obligation on the part of Company to sell any of its products.

AUTHORITY OF COMPANY'S AGENTS:

No agent, employee, salesperson or representative of Company has any authority to bind the Company to any representation or warranty concerning the goods sold under this Agreement. Warranties or representations must be in writing and signed by an authorized officer of the Company or contained within a written warranty supplied with the goods, if any.

APPLICABLE LAW:

This Agreement shall be governed by the Uniform Commercial Code as adopted in the State of California, as effective and in force on the date of this Agreement.

ATTORNEY'S FEES:

In the event of a dispute between the parties regarding the Terms and Conditions contained herein, the prevailing party shall be entitled to recover from the losing party all loss, costs and attorney's fees incurred.

DISCLAIMER:

Every effort has been made to avoid printing errors in this catalog. However, if there are any specifications or application errors, we must disclaim responsibility. TAILGATER Inc. Reserves the right to make changes in the design, materials and specifications or to make product changes as deemed necessary without prior notice.

PRICES:

Prices are subject to change without notice.



We Fit Your Trucks and Your Needs

Tailgater's engineering staff will work with your personnel in solving the organizational issues you face. Whether a service, installer, or maintenance vehicle, Tailgater is constantly expanding its product line. We have helped the alarm/security, cable, construction, electrical, gas, installer, maintenance, pest control, telecommunications and water industries to create a cost effective, long lasting, highly organized work truck that allows your technicians to save you money and improve efficiency.

The Tailgater Story

Tailgater is a light truck accessory manufacturer located on the central coast of California. Founded in 1984, Tailgater began to provide an exciting alternative to long established designs in the truck equipment market. Utilizing aluminum construction, Tailgater's truck products have maximum payload capacity, do not rust and are offered with a three year limited warranty against manufacturers defects, except for the handles, gas struts, and electrical components which carry a one year warranty. Now with products for pick-ups, vans, and sport utilities, Tailgater continues with bolt-together assembly requiring no cutting and no painting. From the frigid cold of Alaska to the salt and humidity of Puerto Rico, Tailgater products can withstand the environment without cracking, peeling, sagging or rusting. Tailgater products are built to last.



Available From:



1610 Moffett Street  Salinas, California 93905
(800) 424-LIDS  (831) 424-7710  Fax (831) 424-1231

