

Please FAX this order to:

**1.877.688.3769**

-----OR-----

Email this order to:  
orders@ShortOrder.com

**FAX ORDER SHEET**

TODAY'S DATE:

Remit payment to:

Accts payable,

12521 Amherst Dr., Austin, Tx 78727

**EQUIPMENT REQUEST**

Please indicate the quantity, brand, model number, brief description and price of each item. Also indicate gas type or electrical specification: Natural Gas (NAT) / Propane (LP) or Voltage and Phase requirements.

Qty	Liftgate *	Item - with description	Price (Including Liftgate*)

\* If indicated, a liftgate charge of \$85 USD will be applied per manufacturer.

**Subtotal:**

- Please indicate with checkmark
- More items listed on attached page.
  - This order is tax exempt.
  - These units will be used over 2000 feet.

**Tax (TX and KS only):**

**Delivery Fee (Residential):**

**Total:**

**CUSTOMER INFORMATION**

**BILL TO:** (should match your payment information)

**SHIP TO:** (Delivery Location)

Residential address (\$75 delivery fee applies)

Name

Name:

Company:

Company:

Phone:

Phone:

Email:

Email:

Address 1:

Address 1:

Address 2:

Address 2:

City:

City:

State:

Zip Code:

State:

Zip Code:

**PAYMENT INFORMATION**

Name on Credit Card:

Credit Card Type :

Credit Card Number:

Expiration Date :

Card ID Number :

Card Holders Signature:

Date:



**ShortOrder**  
7300 West 110<sup>th</sup> St  
Overland Park, KS 66210  
(800) 211-0282  
(800) 211-4523 FAX

## Purchase Order Agreement

Please sign and date the following purchase order agreement and fax to ShortOrder.com along with your fax order. This signature constitutes the following agreement between the signee and ShortOrder.com.

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Print Name

Sign

Date

ShortOrder.com will not be responsible for damaged shipments that were signed for and accepted without damage noted on delivery receipt (see 1D.)

In order to purchase from ShortOrder.com, you must agree to the following terms and conditions.

### 1. Inspection Guidelines:

Despite the efforts of the manufacturers of the equipment offered for sale on ShortOrder.com, damage and loss can occur. As the purchaser, it is your responsibility to do the following:

- A. Verify that the shipment matches the freight carrier's documentation (number of pieces, skids, etc.)
- B. Visually inspect the packaging for signs of damage. Look for tears, scratches, dents, or damage to the cartons. Note any and all damage on the freight carrier's documentation.
- C. Uncrate or un-package your order and complete a full inspection for damage before the driver leaves. Identify any damage on the freight carrier's documentation. If the carrier refuses to remain on-site for the inspection, note on the driver's documentation that the driver did not permit a full inspection.
- D. If concealed damage is discovered after item has been signed for in good condition, ShortOrder.com is no longer liable. All claims for compensation must be addressed directly with the freight carrier. ShortOrder.com will not be a participant in this process. Customer should request the carrier or agent of the carrier do an inspection. Save all packaging for the damaged item.

**You should refuse shipment(s) with any signs of damage, or when the number of pieces received does not match the number of pieces on the freight carrier's documentation.** If you refuse a shipment, it is your responsibility to contact Customer Service immediately. You must note your refusal on the freight carrier's documentation. Your signature alone on the freight carrier's documentation acknowledges that the shipment was received in good condition and absent of damage or shortages. It is imperative that you note any damage or shipment abnormalities that may exist before the freight carrier leaves your location.

## **2. Return Policy:**

We hold a 30-day return policy on all items we sell. Orders may only be returned if the item is brand new, unused, in its original packaging, and within 30 days of receiving your shipment. If, within those 30 days, you decide you would like to return your order; please contact our Customer Service Department. We will issue an RMA number for the unused item's return. The item **MUST** be in its original packaging. To offset the charges we have incurred as a result of producing the order, ShortOrder.com will charge a restocking fee on all items returned. We will work with you to coordinate the item's return. Once ShortOrder.com receives the credit from the manufacturer, we will refund the original purchase amount less the applicable fees. In incidents where a credit card was used, we will issue the credit to that credit card. In instances where the method of payment was via check, we will issue a check and send it to the delivery address via US Mail.

The customer is responsible for round trip freight. Return shipping charges are to be pre-paid. ShortOrder.com will refuse all COD deliveries. Also, shipments that do not clearly state the RMA identification number will be refused.

If you have an issue with your equipment that is covered under the manufacturer's warranty, right out of the box, ShortOrder.com will work with you and the manufacturer to help resolve this matter. Please contact our Customer Service Department for assistance. Custom, scratched and dented, used or modified equipment that will not be accepted by the manufacturer, may not be returned.

## **3. Sales/Use Tax:**

Buyer is responsible for paying sales and use tax directly to the state in which the business operates.

## **4. Shipping Policies:**

Standard ground or LTL freight is free and shipped within the contiguous United States. Standard delivery times average between 2 to 10 working days.

Standard delivery is tailgate delivery only. With tailgate delivery, the freight carrier will bring freight to the back of the truck. Unloading from the truck to the parking lot is the responsibility of the purchaser. Please make sure you have the personnel to unload and deliver your purchase inside your facility. Standard delivery does not include inside placement, uncrating or installation. Liftgate deliveries are available at an additional price.

Liftgate delivery consists of the freight carrier lowering the freight to the ground via a lift system. It is important to consider a liftgate delivery when heavy, bulky equipment is ordered. Also, it is important to consider a liftgate delivery in absence of a loading dock. Liftgate service is still a curbside delivery service. Inside placement is still your responsibility. Inside placement is defined as unloading, uncrating and setting the freight in place inside your facility. (This is not part of the standard delivery service.)

If the carrier determines that delivery cannot be made to your address, please contact Customer Service immediately. We will work with the carrier to determine if delivery can be made and or identify alternate delivery options if needed. Please keep in mind that ShortOrder.com has no control over carrier delivery schedules, inclement weather conditions or natural disasters. In order to ensure that your

product is delivered in the time frame you need, please allow ample time for delivery. ShortOrder.com is not responsible for charges on deliveries attempted and returned due to incorrect shipping information or redeliveries for missed appointments.

### **5. Redelivery / Reconsignment:**

If the freight carrier attempts delivery and is unable to deliver for reasons that are within your control, you will be responsible for any redelivery fees that may apply. Once a shipment is in transit, new fees may apply if there is a change in the delivery address (known as reconsignment).

### **6. Residential Delivery Fee:**

Freight carriers charge an extra \$75 fee for residential deliveries. If you are shipping to a residence, you must indicate this on your order. Orders shipped to a residence that fail to have the residential designation will incur the original residential delivery charge as well as a \$25 service fee per freight carrier.

### **7. Cancellation / Refused Orders:**

Please note that you will be responsible for additional charges if any or all of your order is refused for any reason. Charges may include the full amount of round-trip shipping and handling fees, plus any applicable restocking fees. This provision does not apply to orders that are refused due to freight damage. **If you need to cancel your order, please contact our Customer Support department immediately to see if your order can be cancelled. If production has begun at the manufacturer, the customer is responsible for all costs incurred prior to the cancellation notice being received. Production costs cannot exceed the purchase price of the item ordered. You will be held responsible for round-trip freight and expenses for any items that were shipped prior to our notification. Custom items cannot be returned.**

### **8. Warranty:**

There are no warranties expressed or implied by ShortOrder.com. All warranties are held between the manufacturer and the buyer.

### **9. Privacy Statement:**

A. Our Commitment To Privacy: Your privacy is important to us. To better protect your privacy we provide this notice explaining our online information practices and the choices you can make about the way your information is collected and used. To make this notice easy to find, we make it available on our homepage and at every point where personally identifiable information may be requested.

B. The Information We Collect: This notice applies to all information collected or submitted on the ShortOrder.com website. On some pages, you can order products, make requests, and register to receive materials. The types of personal information collected at these pages are:

- Name
- Address
- Email address
- Phone number
- Credit/Debit Card Information (etc.)

On some pages, you can submit information about other people. For example, if you order a gift online and want it sent directly to the recipient, you will need to submit the recipient's address. In this circumstance, the types of personal information collected are:

Name  
Address  
Phone Number (etc.)

#### C. The Way We Use Information:

We use the information you provide about yourself when placing an order only to complete that order. We do not share this information with outside parties except to the extent necessary to complete that order.

We use the information you provide about someone else when placing an order only to ship the product and to confirm delivery. We do not share this information with outside parties except to the extent necessary to complete that order.

We use return email addresses to respond to the email we receive. Such addresses are not used for any other purpose and are not shared with outside parties.

You can register with our website if you would like to receive updates on our new products and services. Information you submit on our website will not be used for this purpose unless you fill out the registration form.

We use non-identifying and aggregate information to better design our website and to share with advertisers. For example, we may tell an advertiser that X number of individuals visited a certain area on our website, or that Y number of men and Z number of women filled out our registration form, but we would not disclose anything that could be used to identify those individuals.

Finally, we never use or share the personally identifiable information provided to us online in ways unrelated to the ones described above without also providing you an opportunity to opt-out or otherwise prohibit such unrelated uses.

**D. Our Commitment To Data Security:** To prevent unauthorized access, maintain data accuracy, and ensure the correct use of information, we have put in place appropriate physical, electronic, and managerial procedures to safeguard and secure the information we collect online.

**E. Our Commitment To Children's Privacy:** Protecting the privacy of the very young is especially important. For that reason, we never collect or maintain information at our website from those we actually know are under 13, and no part of our website is structured to attract anyone under 13.

**F. How You Can Access Or Correct Your Information:** You can correct factual errors in your personally identifiable information by sending us a request that credibly shows error.

To protect your privacy and security, we will also take reasonable steps to verify your identity before granting access or making corrections.

### **10. Pricing Policy:**

ShortOrder.com reserves the right to change prices as well as quantities in stock at will. In the case where pricing mistakes are made, we will give you the option to pay the different price, hold the order so you may reconsider the purchase or cancel that portion of or the entire order. In cases where items that are marked in-stock become out of stock, we will give you the option to cancel your order and order another item at the price shown on the website, cancel your order so you may purchase from another supplier, or wait for additional manufacturing time.

### **11. No Warranties:**

ALL MERCHANDISE SOLD THROUGH THE SITE ARE PROVIDED ON AN "AS IS" BASIS. SHORTORDER.COM MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION:

- a. THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT;
- b. THAT THE MERCHANDISE WILL MEET YOUR REQUIREMENTS, WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, OR OPERATE WITHOUT ERROR; AND
- c. ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. ONLY THE MANUFACTURER'S WARRANTY, IF ANY, WILL APPLY TO THE PURCHASED MERCHANDISE.

### **12. Limitation of Liability:**

SHORTORDER.COM WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE PURCHASE AGREEMENT, THE SITE, OR THOSE RESULTING FROM ANY GOODS PURCHASED OR OBTAINED THROUGH THIS SITE. IN NO EVENT SHALL SHORTORDER.COM'S LIABILITY UNDER THIS PURCHASE AGREEMENT EXCEED THE PURCHASE PRICE OF THE MERCHANDISE SUBJECT TO THIS ORDER.

### **13. Release:**

The purchaser, on purchaser's behalf and on behalf of purchaser's principals, partners, parents, subsidiaries, divisions, affiliates, shareholders, predecessors, successors, officers, directors, employees, contractors, agents and representatives, releases, waives and discharges ShortOrder.com, its parents, subsidiaries, agents and employees from any and all claims, rights, or liability arising out of, pertaining or related to the property sold to purchaser that is the subject of this order.

**14. Applicable Law:**

The laws of the state of Texas govern this Purchase Agreement and all of its terms and conditions, without giving effect to any principles of conflicts of laws. You agree that any action at law or in equity arising out of or relating to these terms and conditions shall be tried in the state or federal courts of Austin, Travis County, Texas and you consent to exclusive jurisdiction and venue in such courts.

**15. Severability:**

If any provision of this Purchase Agreement shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and conditions and shall not affect the validity and enforceability of any remaining provisions.

**16. Entire Agreement:**

This Purchase Agreement contains the entire agreement of the parties regarding the subject matter hereof and supersedes all prior oral or written agreements, understandings and negotiations regarding the same. This Agreement may not be changed, modified, amended, supplemented or waived except by a written instrument to be signed by an authorized representative of each party hereto. No failure or delay by ShortOrder.com in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other further exercise thereof or the exercise of any other right, power or privilege hereunder.