



Evans MacTavish Agricraft, Inc.

PO Box 3408
Wilson, NC 27895-3408
Phone: 252-243-4006
www.evansmactavish.com and www.agricraftus.com

5123 Ivy Court
Wilson, NC 27893
Fax: 252-243-0298

July 27, 2016 - Revision 1

Dear Valued Evans MacTavish Agricraft Customer:

In an effort to offer only the best products and service at a reasonable price, we have found it necessary to draw up a formal Terms and Conditions of Sale Policy for our customers.

Shipping Point: Unless otherwise specified, the shipping point will be from our facility and shall be FOB Evans in Wilson, NC.

Credit and Payment: We do not accept credit cards for payment. We accept cash, personal or business checks, cashier's checks, and money orders. If you wish to set up an account, this must be done prior to delivery or pick up of goods sold. Otherwise, items will be COD.

Delivery: Delivery promises are made to the best of our knowledge and depend on promises made to us by our suppliers and theirs. We will make every attempt to get your item to you when you need it.

Shipping Errors: Claims on account of shortages or erroneous shipment must be made within ten (10) days after receipt of shipment. Prior payment does not prejudice a claim. Unless otherwise stated, we reserve the right to partial ship and bill accordingly.

Returned Goods: Our policy has always been to charge a 25% restocking fee on items purchased incorrectly or items no longer needed or wanted by our customers. If an order was incorrectly filled by us or if the part has a manufacturing defect, we will accept the return and refund or replace the part with no re-stocking fee. Alteration from original state, accident, neglect, improper application, improper maintenance, or other misuse shall void any warranty. We will not accept anything back after 45 days from date of invoice. We will not accept anything back that was a special made part and not something we keep in our normal inventory. All parts that are returned must be in the original condition as they were first shipped. All parts returned because they were not needed or ordered wrong will be inspected and approved by management to go back in our inventory. Once this is done, a credit will be issued less the 25% restocking fee. If a part is said to be defective or damaged by our customer, we will send a replacement part and invoice customer accordingly. Once we receive the defective or damaged part back and it is deemed unusable, we will issue credit for this part. We, as always will make every attempt to accommodate our customer's needs. Realizing that sometimes special issues may arise that alter these procedures, we will be happy to consider these situations on a case by case basis.

Minimum Billing: Please note that our minimum billing charge is \$15. This includes items picked up by the customer, shipped by carrier, or mailed through the USPS.

Confirmation of Orders: It is the responsibility of our salesperson to make sure that the customer is aware of the parts that he is receiving. Every effort should be made to accurately describe to the customer the specifications of the part. In the event that a customer chooses to order a part that we say may not be what he or she is looking for, then all aspects of the Returned Goods policy above will be in effect. Further, these orders must be confirmed by the customer, via email or fax before shipment stating that he or she understands the terms of the sale.

Cancellation: As many of products we sell are tailor made to specific requirements and may have little commercial value or use to others, we cannot accept cancellations without our specific approval and customer's agreement to accept charges for goods, time, labor, and expenses already incurred at time of desired cancellation. If item is not tailor made, order can be canceled any time prior to shipment of parts. After that time, our 25% restocking fee applies should you return the item.

Terms: Our terms are net 30 days from date of invoice. Finance Charges will begin accruing after 30 days at 18% APR.

Acceptance of Terms, Conditions, and Warranty: These terms and conditions constitute complete agreement between buyer and seller. Any conditions other than these must be agreed to in writing to be applicable.

Sincerely,
Mike Newman
Plant Production Manager



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February 7, 2017

Dear Valued Customer:

This letter is to make you aware of changes in our Shipping and Receiving Department this new year.

Marcus McDougle handles our shipping and receiving department and he can be reached at the number above and his extension is 246 if you call after hours to leave a message.

Our new S&R hours are:

Monday through Thursday from 6:00am - 3:00pm
Friday from 6:00am - 2:00pm

Any material or parts picked up is counted and inspected with your employee/driver and verified by your employee/driver's signature. This signature represents that the material is leaving our plant in good condition with no damages, scratches, or dents and the count on your packing slip matches the count made by our S&R department and your employee/driver. We will no longer be responsible for damages to parts that happen once they are in your possession or any shortages you claim once the items leave our facility.

However, should you damage these parts after receipt, we will be glad to repair or replace them for you at normal pricing.

While it is always our intention to give you the best part possible made to your exact specifications, things happen and you are not satisfied. Should you ever have any problems with your order, please contact your salesperson first. If there is a S&R issue, please contact Mike Mitchell, Plant Superintendent, at 252-243-4006 x 224.

We look forward to working with you in this new year.

Kind Regards,
Amanda Barnes
Amanda Barnes
President