

Terms & Conditions

F.O.B Factory:

All BK Resources products are shipped F.O.B. Altamont, IL. - Flyer subject to change without notice.

New Accounts:

Credit application needs to be submitted to accounting & must be accompanied with a P.O. of at least \$250 net.

Ordering / Confirmations:

We acknowledge all orders in writing and this acknowledgement constitutes our agreement with you regarding what is on your order. Please review your acknowledgement and fax back a signed copy of the acknowledgement to confirm your order is correct. We will NOT be held responsible for errors due to misunderstandings on orders.

Drop Shipping:

BK Resources will drop ship to any location, including residential addresses. Freight charges may be prepaid and added to your invoice if specified on shipments for locations other than the billing address. **NOTE: Lift gate service, notification of delivery, inside delivery and other special requirements will be subject to additional charges** and are not the responsibility of BK Resources.

Minimum Order Policy:

\$50 NET minimum on all orders. All orders under \$50 subject are to a \$25 handling fee or the difference between order total and \$50. Fee not to exceed \$25.

Return Shipments:

BK Resources will not accept any returned merchandise unless authorization has been issued. All returned goods due to customer error are subject to a 15% restocking fee and must be in the original box, new and unused condition. If we find the product is not new, a credit will not be issued and the customer will be asked if they want the product returned to them at their expense. No Returns after 90 Days.

Merchandise initially returned as defective, whose defect cannot be verified, will incur a 15% restocking fee as well as a freight charge for the replacement shipment and the freight charge for picking up the return.

Warranty:

Most BK Resources products come with a Standard 1 Year Manufacturer's Warranty. If a product has any other warranty, it will be indicated as so.

Steam Table, Heater/Proofer Warranty and other "Equipment":

1 Year warranty on parts.

Lifetime Limited Warranty:

Guaranteed to be free of manufacture defects during normal usage from date of purchase by the original end user. This limited warranty does not extend to any labor costs for unit removal or reinstallation. This limited warranty does not apply to losses resulting from flooding or any incidental or consequential damages, whether it is stated in a contract, tort, or otherwise. There are no other warranties or benefits other than those expressly stated herein. Any and all other warranties, expressed or implied are hereby disclaimed and excluded. BK Resources accepts no responsibility for defects resulting from or connected with misuse, abuse improper installation or other causes beyond our control. There can be no verbal modification or extension of this limited warranty under any circumstances. Any written modification or extension must be made by BK Resources and must expressly state in clear terms that it is a modification or extension of this limited warranty.

Any claims must be able to prove the date of purchase and installers contact information.

This limited warranty is non-transferable except with written consent and approval from BK Resources.

COMMERCIAL USE ONLY

RESIDENTIAL APPLICATIONS: BK Resources assumes no liability for parts, labor coverage for component failure or other damages resulting from installation or freight in non-commercial or residential applications.

Freight Claims:

BEFORE accepting any shipment, examine it carefully and note any damage or shortage on the Freight Bill **BEFORE** signing for delivery. Report any damage, shortage or concealed damage to BK Resources within 48 hours of delivery. Retain the original package for claim purposes. **BK Resources is not liable for any damage or loss that is not noted or reported prior to accepting delivery. BK Resources is also not responsible for the filing of freight claims associated with, nor liable for, any damaged merchandise that was shipped per customer instructions via Third Party or Collect.**

Broken Case Charge:

\$20 per case charge if ordering less than the published case pack.

Cancellation of Orders:

Any order that is canceled after it has been prepared for delivery is subject to a restock fee. Any order canceled that has been held for over 8 months is subject to a 10% cancellation fee.

U.P.S. Shipments:

Any item that is indicated in the BK Resources catalog as shipping **Truck Line Only** & the customer chooses to ship UPS, BK Resources will NOT file the freight claim on behalf of the customer.

NOTE: Lift gate service, notification of delivery, inside delivery and other special requirements will be subject to additional charges that will be invoiced to the customer once BK Resources has been notified of the additional charges from the shipping company.

Pricing:

Pricing is subject to change without notice. Every effort has been made to provide an accurate catalog however we will not be responsible for nor honor any pricing errors.

Pricing is based on current tariff rates and are subject to adjustment in the event of a change in tariff rates.

California Prop 65:

Throughout this catalog, You will see the warning logo with text below.

This refers to Proposition 65. Proposition 65 is a law in California requiring all businesses to provide warnings to the residents of the state about possible exposure to chemicals that cause cancer, birth defects, or other reproductive harm in any product that is purchased in California. This list includes over 900 chemicals that the state considers harmful. All Brass and Stainless Steel products do contain one or more of these chemicals.

! WARNING: Cancer and Reproductive Harm P65Warnings.ca.gov

Free Freight Program:

BK Resources Offers Free freight to Plumbing Wholesalers for \$1,800.00 + Net Invoiced Orders. We reserve the right to choose the shipper. Items must be in stock at time of order.

BK Custom pieces do not qualify for this program. BK Resources will not combine or hold orders until they qualify for free freight.

Force Majeure:

BK Resources shall not be liable for any failure or delay in the performance of its obligations under these Terms and Conditions if such failure or delay is caused by circumstances beyond its reasonable control ("Force Majeure Event"). Such circumstances may include, but are not limited to, acts of God, natural disasters, pandemics, epidemics, quarantine, outbreaks of infectious disease or other public health crises, war, terrorism, riots, strikes, labor disputes, shortage of materials, fuel or energy, transportation disruptions, or any other event or circumstance beyond the control of BK Resources or its suppliers. In the event of such delays, BK Resources shall be excused from its obligations hereunder, and the time for performance shall be extended for a period necessary to allow BK Resources to perform.