Policies & Procedures

SHIPPING, DELIVERY & FREIGHT DAMAGE POLICY

1. Shipping & Delivery

All orders will be shipped using a carrier and shipping method selected or approved by NLES INC, unless otherwise agreed upon in writing.

1. **Shipping Costs:** Shipping costs, freight charges, and applicable accessorial fees will be handled according to the terms stated in the applicable quotation, purchase order, or sales agreement.
2. **Delivery Estimates:** Estimated delivery dates are provided for planning purposes only and are not guaranteed unless expressly agreed upon in writing.
3. **Shipping Information:** Customers are responsible for providing accurate shipping addresses, receiving contact information, and any special delivery instructions prior to shipment.
4. **Additional Charges:** Any additional costs resulting from incorrect shipping information, delivery restrictions, failed delivery attempts, or customer-requested changes may be charged to the customer.

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2. Risk of Loss & Transfer of Ownership

Unless otherwise agreed upon in writing, shipments will be subject to the applicable shipping terms stated on the sales order or invoice.

- **FOB Shipping Point:** Risk of loss or damage transfers to the customer when the goods are delivered to the carrier.
- **FOB Destination:** Risk of loss or damage transfers upon delivery at the agreed destination.

Nothing in this section limits either party's rights or obligations under applicable law.

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3. Inspection Upon Delivery

Customers are responsible for inspecting all shipments upon receipt.

The following items should be verified:

- Total number of cartons, pallets, and packages received.
- Visible damage to packaging, cartons, or pallets.
- Signs of mishandling, crushing, water exposure, or tampering.
- Product quantities and product identification against the packing list.

Visible Damage & Shortages:

Any visible damage, missing cartons, or quantity shortages must be clearly noted on the carrier's delivery receipt or Proof of Delivery (POD) at the time of delivery, before signing. Photographs should also be taken whenever possible.

Customers should notify NLES INC promptly of any such issues.

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4. Concealed Damage Claims

Damage that is not reasonably discoverable at the time of delivery must be reported to NLES INC in writing within **five (5) business days** of receipt.

Claims must include:

- Purchase order or invoice number.
- Product model and quantity affected.
- Description of the damage.
- Photographs of the damaged products, packaging, and shipping labels.

Customers must retain all original packaging and damaged products until the claim has been reviewed and resolved.

NLES INC reserves the right to request additional documentation or an inspection before approving any claim. Failure to provide timely notification or supporting documentation may affect the ability to recover costs from the carrier.

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5. Freight Damage & Resolution

NLES INC will review reported shipping damage and shortages on a case-by-case basis.

Depending on the circumstances and the outcome of the investigation, NLES INC may provide one or more of the following remedies:

- Replacement of damaged products at no additional product cost.
- Replacement parts or components, where applicable.
- Credit for verified damaged or missing quantities.

- Repair or other mutually agreed resolution.

All replacement shipments and credits must be authorized by NLES INC.

Customers should not discard, repair, or return damaged products without prior authorization.

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6. Customer Responsibilities

Customers are responsible for:

- Providing adequate receiving facilities and personnel.
- Ensuring shipments can be safely unloaded and received.
- Inspecting shipments within the specified timeframe.
- Providing accurate and complete documentation for damage or shortage claims.
- Preserving damaged products and packaging until the claim is resolved.

Any additional freight, storage, re-delivery, or handling expenses resulting from customer-related circumstances may be charged to the customer.

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7. Returns & Unauthorized Shipments

No products may be returned without prior written authorization from NLES INC.

All authorized returns must be accompanied by a **Return Merchandise Authorization (RMA) number**.

Products must be returned in accordance with the instructions provided by NLES INC. Unauthorized returns may be refused.

Custom-engineered products, special-order items, and products manufactured to customer specifications may be non-returnable unless otherwise agreed upon in writing or required by applicable law.

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8. Limitation of Liability

NLES INC will not be responsible for indirect, incidental, special, or consequential damages arising from shipping delays, carrier handling, or delivery issues, except to the extent such limitations are prohibited by applicable law or otherwise agreed upon in writing.

NLES INC's responsibility for verified shipping damage or shortages will be limited to the applicable remedies described in this policy and the governing sales agreement.

9. Policy Acceptance

Placement of an order with NLES INC constitutes acknowledgment of this Shipping, Delivery & Freight Damage Policy, subject to any separately negotiated written terms and applicable law.

Questions or Claim Assistance?

For questions regarding shipping, delivery, or freight damage claims, please contact:

NLES INC

 Email: orders@nlesinc.com

 Phone: 920-840-6054