



General Terms and Conditions

IMPORTANT: Our Company is always evolving. We make changes daily to better serve our customers, employees and ourselves. We reserve the right to review and make changes to these terms and conditions without notice.

Any time you make a purchase with Boyd Welding you automatically agree to these terms.

Payment Terms:

- **First Time Customers:** All first time customer payment terms are NET DUE AT SHIPMENT. A deposit may be required before any production is started depending upon the complexity of the job. There are no exceptions to this unless stated otherwise in writing.
- **Established Customers:** Customers that have established a consistent pattern of purchases may become eligible for terms. A representative of Boyd Welding will contact you when you become eligible. If eligible and offered, our standard payment terms are NET 30. Finance charges of 1.5% per month not exceeding 18% Annually Will be applied to any overdue invoice exceeding 30 days.
- Habitual late payments will subject your account terms to be reviewed for termination. If terms are terminated all new orders will be subject to NET DUE AT SHIPMENT.
- Payment terms are a Privilege not a requirement, Boyd Welding reserves the right to refuse or terminate payment terms to anyone, at any time for any reason. To avoid any issues please ensure that your payment is made within 30 days of the invoice date.

Shipping:

- All Shipments are quoted FOB OCALA, FL. USPS, Common Carrier and Freight costs are to be prepaid by the customer unless otherwise presented on the Estimate, Sales Order or Invoice.
- We do not ship to PO Boxes a Physical address must be supplied.
- Chargebacks, Admin Fees or Additional services billed to Boyd Welding because of but not limited to: Incorrect addresses, Shipment Interceptions, Residential Delivery, Lift Gate Services, Duties or Taxes are the Burden of the customer and Boyd Welding will Charge accordingly. To avoid any of these issues please ensure all of the information provided to us is accurate and recognized by the carrier.
- Once a Package has shipped from our facility Boyd Welding is not liable for and cannot control the transit times.
- Online Orders received during the weekend, holidays or after our business hours will be processed on the next business day.
- Unless specifically requested in writing by the customer. Boyd Welding will hold all shipments or delivery until the order is completed.

Verbal Estimates:

- For convenience we try to provide a budgetary price range verbally via phone or email. We do this to help you prepare for the costs involved to fabricate your request.
- All verbal budgetary estimates are not set in stone, Boyd welding reserves the right to adjust pricing at any time during this phase and is not obligated to render any services for said pricing.
- If you need a firm number please submit the necessary documents outlined under Official Estimates below.

Official Estimates:

- All official estimates are presented on a Boyd Welding Estimate template that has a corresponding number.
- Official Estimates are valid for a period of 10 days. After the 10 days have expired the pricing is subject to review and Boyd Welding is not obligated to perform work for outlined pricing.
- To receive an Official Estimate you must submit a legible, detailed drawing outlining the fabrication of your tank. The submitted drawing must be the most recent revision To be considered Ready for fabrication

Sales Orders:

- Sales orders are issued at the time of the order. This is our way of acknowledging a mutual commitment has been established between Boyd Welding and its named customer to complete the outlined project for the specified price only.
- A sales order can only be issued with the receipt of a Signed Final Drawing, Signed Estimate and a Purchase Order or CC#.
- Changes made to the order after this point may change the final pricing reflected on the Invoice.
- Shipping charges and production times are still subject to their own terms outlined within this form.

Invoices:

- Invoices are rendered when the job is complete and ready for shipment or pickup at our facility.
- We do not mail our invoices. All invoices are emailed, If you are a termed customer we try extremely hard to ensure we have the most up to date contact info for your AP dept. Please assist us in ensuring the invoices are presented to the correct person.
- Paid Invoices are emailed to the AP or primary contact we have on file. If you need a copy, No problem, Send us an email: Sales@boydwelding.com.

Fixtures/Tooling:

- If you have specific Fabrication fixtures that you have built to assist the production of your product we are more than happy to use it if you send it to us. However, Boyd Welding will not verify the accuracy or be held liable for any issues in fitment resulting from the use of customer supplied fixtures.
- Repairs or maintenance to customer supplied fixtures can be performed by Boyd Welding for additional charges.
- If you would like your fixture back please notify us in writing a maximum of 60 days after the completion of your project and at-least 10 days in advance of shipment to give us time to prep it for shipment.
- The packaging and shipping costs are to be prepaid by the customer.
- Customer supplied fixtures will be considered abandoned after 90 Days. We will attempt to contact you via email for return. If no response is received within 5 Business days Boyd Welding reserves the right to dispose of it as we see fit.
- Fixtures built and paid for by Boyd Welding for the production of your products are the sole property of Boyd Welding.
- All tooling purchased by Boyd Welding for the production of your products is the sole property of Boyd Welding and the customer has no right to ownership of the tooling

Sample Parts / Templates:

- We do not recognize sample parts or templates as an acceptable substitute for a dimensioned drawing. Unless requested in writing Please do not send them to us.
- If the rare chance occurs where we need a sample part or template for reference or use it as a substitute for a dimensioned drawing, we will do our best to copy it as accurate as possible but the dimensions cannot be accurately interpreted as they can on a dimensional drawing.
- Boyd Welding is not liable for any fitment or functional issues that may arise when using a Sample part or template. We strongly suggest spending the time to provide us with an accurate, dimensional drawing.

Revisions / Changes:

Boyd Standard Products:

- Our commitment to producing quality products and offering them for a fair price requires constant review of our products. We review the performance of our material suppliers, vendors and internal procedures on a regular basis. This commitment usually results in some sort of change that may affect the functionality and image of our products. Boyd Welding reserves the right to make these changes at any time without notice or obligation to provide updates to previously purchased products.

Custom Products:

- Sometimes, Boyd Welding will make suggestions regarding the fabrication of your product. These suggestions are not intended to change your product but to simply help make your product easier to manufacture or more economical.
- It is your responsibility to reject the suggestions made by Boyd Welding. Boyd Welding takes no responsibility if you accept a change and the product fails because of it.

Storage:

- If you cannot take immediate receipt of your order we are more than happy to store it within our facility at no charge to you for a reasonable amount of time and as space allows. Please contact us before your scheduled ship date so that we can attempt to accommodate.
- Storage of your product does not relieve you of the obligation to pay for our services per the invoiced terms as all invoices become due or terms begin the day of completion.

2811 NW 8th PL Ocala, FL 34475
Ph: 352-447-2405



Custom Orders:

- **Returns:**
 - Custom products are built to your order and are not eligible for return.
- **Damages:**
 - Boyd Welding packages all orders to avoid damages in transit but it still happens. If your product is damaged you must document the damage with pictures, make sure the delivery driver notes it on the Bill of lading and contact us immediately. I know this is aggravating and no one has time for these issues but it is a required process so please be patient with us.
 - Boyd Welding is not liable for and will not issue refunds for any loss of time, labor costs, Delays in production, Transit costs or any other claim made because of a damaged shipment.
- **Shortages:**
 - You have 30 days from the invoice date to make a claim against shortages. Boyd welding reserves the right to reject a claim after 30 days.
- **Cancellations:**
 - If you cancel your order, you are liable for material costs, labor costs, and any other cost associated with the production of your product up to the point of cancellation.
 - If we have completed production of your product you are liable for the entire invoice amount and obligated to accept delivery of your product.
- **Accuracy:**
 - Boyd Welding inspects all products against the supplied drawing before they leave our facility. It is also your responsibility to do your own inspection to ensure the product is accurate to your drawing.
 - The accuracy, function and fitment of your tank rely solely on the information you supplied to us. If your drawing is not correct your tank will not be either. Boyd Welding will not be liable for or obligated to make any repairs, replace or offer refunds for issues that were caused by incorrect information supplied.
 - You have 30 days from the invoice date to notify us of a mistake or issue with your product. After 30 days Boyd Welding will consider the order accepted and will not be obligated to repair, replace or refund.
- **Performance:**
 - Boyd Welding fabricates Custom tanks and other products strictly from designs you submit to us. We do not validate or confirm your design meets any regulations or codes. It is your responsibility to ensure your product is designed & engineered for proper fitment, durability and safety this includes choosing the proper material thickness, fitting sizes, fill ports, Venting and Internal Structure. By purchasing our Products you do so at your own risk and agree to assume all liabilities arising from the use or failure of these products.

Standard Products/ Online Orders:

- **Returns:**
 - Boyd Welding accepts returns on all products for a period of 30 days past the date of Invoice and are subject to a 30% restocking fee. Returns will not be accepted after the 30 days have expired for any reason.
 - Products that are to be returned must be in new condition. We will not accept products for return if they have been modified in any way. This includes but is not limited to, Welding, Coatings, fuels in tank, Drilled holes.
 - Only the Original product price will be refunded. We do not refund initial shipping costs of any kind. All return shipment costs are your responsibility.
 - Products for return must be packaged with care to avoid damage during transit back to us. If our product is damaged from not being cared for properly this will affect your refund amount. Boyd welding reserves the right to inspect all return shipments before a refund is given.
 - You must call us to receive Return Goods Authorization to return a product and note Your RGA # on the box. Any returns that do not have an RGA# will delay the return process
 - Refunds are only issued back to the Credit Card used during the initial purchase and are not issued until we have received our product back and inspected it.
 - Boyd Welding submits refunds within 10 business days of our inspection. We cannot control how fast Credit Card companies process these requests so please allow up to 60 days to see your refund.
- **Damaged Product:**
 - Boyd Welding packages all orders to avoid damages in transit but it still happens. If your product is damaged you must document the damage with pictures, make sure the delivery driver notes it on the Bill of lading and contact us immediately. I know this is aggravating and no one has time for these issues but it is a required process so please be patient with us.
- **Defective Parts:**
 - Defective parts may be returned for a replacement, but are subject to inspection. We do not issue refunds for defective products. Parts that are deemed damaged due to improper installation, abuse, or mishandling are not eligible for exchange or replacement, but may be repaired for a minimal fee.
- **Shortages:**
 - You have 30 days from the invoice date to make a claim against shortages. Boyd welding reserves the right to reject a claim after 30 days.
- **Cancellations:**
 - Parts orders and most standard products usually ship within 1 business day of being processed. If you must cancel your order you need to call us immediately. If your order has already shipped, you will need to receive the package and request an RGA# for return. The Policies for Returns are above.
- **Performance:**
 - Boyd Welding fabricates Our Standard products simply as an alternate option. By purchasing our Products you do so at your own risk and agree to assume all liabilities arising from the use or failure of these products.

Tank Parts / Components:

- **Weld fittings:**
 - Boyd Welding is not liable for any failures resulting in the use of our weld fittings we are simply an outlet for you to purchase and use them for your project. It is your responsibility to research, test and ensure your product performs as desired. By purchasing our weld fittings you do so at your own risk and agree to assume all liabilities arising from the use or failure of these parts.
- **Caps / Necks & Hose Connections:**
 - Boyd Welding is not liable for any failures resulting in the use of our Caps/ Necks & Hose connections we are simply an outlet for you to purchase and use them for your project. It is your responsibility to research, test and ensure your product performs as desired. By purchasing our Caps/Necks & Hose Connections you do so at your own risk and agree to assume all liabilities arising from the use or failure of these parts.
- **Vents:**
 - Boyd Welding is not liable for any failures resulting in the use of our Vents we are simply an outlet for you to purchase and use them for your project. It is your responsibility to research, test and ensure your product performs as desired. By purchasing our Vents you do so at your own risk and agree to assume all liabilities arising from the use or failure of these parts.
- **Mounting Tabs:**
 - Boyd Welding is not liable for any failures resulting in the use of our Mounting Tabs we are simply an outlet for you to purchase and use them for your project. It is your responsibility to research, test and ensure your product performs as desired. By purchasing our Mounting Tabs you do so at your own risk and agree to assume all liabilities arising from the use or failure of these parts.
- **Pickup Tubes:**
 - Boyd Welding is not liable for any failures resulting in the use of our Pickup Tubes we are simply an outlet for you to purchase and use them for your project. It is your responsibility to research, test and ensure your product performs as desired. By purchasing our Pickup Tubes you do so at your own risk and agree to assume all liabilities arising from the use or failure of these parts.
- **Sumps:**
 - Boyd Welding is not liable for any failures resulting in the use of our Sumps we are simply an outlet for you to purchase and use them for your project. It is your responsibility to research, test and ensure your product performs as desired. By purchasing our Sumps you do so at your own risk and agree to assume all liabilities arising from the use or failure of these parts.
- **All Other parts:**
 - Boyd Welding is not liable for any failures resulting in the use of all other parts we are simply an outlet for you to purchase and use them for your project. It is your responsibility to research, test and ensure your product performs as desired. By purchasing all other parts you do so at your own risk and agree to assume all liabilities arising from the use or failure of these parts.

Coatings:

- Boyd Welding offers external tank coatings via powder coat only. Although Powder Coating has proven to be durable and long lasting, we do not offer warranties on external coatings.
- We inspect all powder coated products before they leave our facility to ensure there are not any scratches or flaws. You must perform your own inspection within 30 days of the invoice. If there is an issue with the coating please document with pictures and email them to us. We will not process claims made after 30 days.
- Boyd Welding is not liable for scratches, blemishes or flaking of the coating that resulted during the handling or installation of your tank.
- Gasoline, Diesel Fuel, Ethanol, Kerosene or any other type of fuels will ruin the powder coat. Use extreme caution not to spill fuels on your tank.
- DO NOT WIPE DOWN OR CLEAN ANY COATING WITH SOLVENTS, CLEANERS OR DEGREASERS, THIS INCLUDES ALCOHOL. YOU SHOULD ONLY USE SOAP AND WATER.

2811 NW 8th PL Ocala, FL 34475

Ph: 352-447-2405



Gaskets:

- Boyd Welding considers gaskets wear items and will need replaced from time to time. Boyd Welding does not offer Warranties on gaskets and accepts no liability for damages caused by failed gaskets.
- Boyd Welding can supply you with new gaskets for a small fee plus shipping.

Sales Tax:

- All Orders that are shipped within the state of Florida or picked up at our facility are subject to Florida State Sales Tax.
- If you are purchasing our products for resale you must present a Florida State Tax Exempt Or Resellers Certificate at the time of purchase for you not to be charged Sales Tax.
- If the certificate is presented after our invoice has been made only future orders are eligible for Tax Exempt. We will not refund Sales Tax on orders made before the receipt of your certificate.

Production Schedule:

- All quoted production times are based on the immediate receipt of the order, although every effort will be made to deliver as promised, customer agrees that Boyd welding is neither liable nor responsible for damages arising out of any delays in completion, delivery or shipment.
- Unless specifically stated or requested in writing by the customer. Boyd Welding will hold all shipments or delivery until the order is completed