

General Terms & Conditions



Payment of Invoices

Our terms are net 30 in special cases 2% net 10. On accounts that are in excess of 45 days in arrears, interest (service charge) of 1-1/2% (18% per annum) will be assessed. If there is an omission of invoice numbers on any remittance, we reserve the right to apply your check to the oldest invoices.

Shipping and Delivery

All shipments are F.O.B. Sprinkfab plant. When shipped on our truck, our responsibility ceases upon delivery to job site. When sent via common carrier, our responsibility ceases upon acceptance by carrier. We must be notified of any shipping discrepancies within five (5) working days. We cannot be responsible for delays due to mechanical failures or breakdowns. We will not be liable for delays due to mechanical failures or breakdowns. We will not be liable for delay or default in delivery due to any cause beyond our reasonable control, i.e. governmental action, strikes or other labor trouble, fire damage, destruction of goods, or acts of God.

Billing Procedures

Should buyer have any type of sales exempt status, a **Sales Tax Exemption Certificate** is required.

Return of Goods and Cancellation

Specific written authorization (subject to a 30-day notification of change) must be obtained before we will accept materials that are to be returned. A standard 20% restocking charge will apply in addition to any other charges assessed by Sprinkfab. Orders for special equipment or materials cannot be cancelled without payment of labor and materials used or for cancellation fees charged to us by our suppliers. No returns on fabricated pipe are permitted.

Scheduling and Stock Listing

Orders for fabrication must be accompanied by a written purchase order using owner's name, address, phone number, and job site location. Customer's job will be placed in the shop schedule after assignment of a job number. Customer will be notified of a tentative shipping date. However, we are not responsible for delays due to conditions beyond our control that may affect the shipping date. A two (2) week lead-time is requested for system fabrication.

We offer stock listing as a service. When we do the listing, a job information sheet must be completed. Also, we must know if you desire a screwed or welded system, if the dimensions are cut or center to center, and exactly what we are to supply. In the event that we make a stock listing error which results in incorrect fabrications or materials, we will fix

or replace it at our expense. We will not be held responsible for errors in the customer's prints. Seller assumes no responsibility whatsoever for Seller's interpretation of plans or specifications provided by the Purchaser. Purchaser's acceptance must be premised on final approval by architects, engineers, and other third parties, and not on the Seller's interpretation.

Price Changes/Quality Control

Prices in quotations made by Seller are subject to change without notice, and all quotations expire and become invalid if not accepted within 30 days from the date of issue, unless otherwise noted by Seller in writing. Price extensions, when made, are for Purchaser's convenience only, and they as well as any mathematical, stenographic, or clerical errors, are not binding on Seller. Prices shown do not include any sales, excise, or other governmental tax or charge payable by Seller to federal, state, or local authority. Any taxes resulting in materials not being listed will be listed upon notification to Sprinkfab, and the cost of all missing materials, labor, freight, and tax will be billed to the customer.

Guarantee

Seller warrants that it will replace any materials furnished by it which is discovered to be defective at the time of delivery, provided that the Seller shall have the right to inspect all such material claimed to be defective and provided that all material claimed to be defective is returned to the Seller. All other warranties are excluded, whether expressed or implied by operation of law or otherwise, including all implied warranties of merchantability or fitness for a particular purpose. Seller shall not be liable (directly or indirectly) under any circumstances for consequential, incidental, special, or any other type of damages arising or resulting from a breach of warranty under the sale, handling, or use of the goods sold. Seller liability hereunder, and buyer's exclusive remedies hereunder, either for breach of warranty, negligence, or any other reason are expressly limited to the giving of credit or replacement. Seller must be given written notice, identifying the defective goods and specifying defect within five (5) days after receipt of the goods by the buyer. Seller must also be given the opportunity to inspect the allegedly defective goods, and if requested by Seller, the allegedly defective goods must be returned to Seller. Failure to give a required notice within the time provided or failure to return allegedly defective goods to Seller following Seller's request constitutes a waiver of a claim for credit or replacement. Seller's responsibility to give credit or replacement is limited to the extent that Seller is able to obtain equivalent credit or replacement from the original manufacturer of such goods. No credit for goods returned by buyer shall be given without Seller's written authorization.