

## TERMS AND WARRANTIES

### WHOLESALE DISCOUNT:

Contact MIFAB or your local representative for your applicable discount structure.

**FREIGHT ALLOWANCE:** Ex Works, MIFAB'S Chicago, Illinois Distribution Center or Manufacturer Representative's warehouse with full motor freight allowed on shipments of \$5000 Net or more, within the continental U.S.A., except Alaska, Hawaii and Puerto Rico. MIFAB reserves the right to choose the carrier and route of shipment. Alaska: Ex Works, Seattle, WA. Hawaii: Freight allowed on shipments of \$5000 more only when shipped from West Coast, U.S. Puerto Rico: Ex Works, Miami, Florida. There is no allowance for United Parcel Service, Federal Express or Shipment by air service.

**QUOTATION TERMS:** List Price and discount protected for 45 days from bid and due date. Orders received within this period must be released for shipment within 90 days from date of purchase order, otherwise, prices will be those that are in effect at the time of shipment.

**PAYMENT TERMS:** 2% cash discount allowed to approved accounts if paid on or before the 10th of the following month. Invoices not paid 30 days after invoice date are subject to a monthly 1 1/2% service charge. Minimum invoice amount - \$50 Net. Confirmed irrevocable letter of credit or payment in advance required for accounts without an established credit line.

**RETURNED GOODS RESTOCKING CHARGE:** Standard product may be returned within a one year period only with written permission of Seller. All products in catalog are not considered Standard. Standard product to be determined by Seller. Returned goods are subject to 25% restocking charge, plus cost of reconditioning, if necessary, to make material saleable. Transportation charges must be paid by buyer. Credit allowance will be in the form of merchandise credit only-not cash credit. The value of a return must total \$100.00 to qualify for credit allowance. Galvanized material will be credited at value of cast iron, and chrome plated at value of nickel bronze. No credit will allowed for auxiliary tappings, discontinued, or made to order items. The letters SP following on item in the acknowledgment of a purchase order indicates that the item has been made especially for the job and is not subject to return, modification, or cancellation.

**LIMITED WARRANTY:** MIFAB warrants each product against defects in material and workmanship for a period of one year from the date of original shipment. In event of such defects within the warranty period, MIFAB will , at its option, replace or recondition the product without charge. This shall constitute the exclusive remedy for breach of warranty, and MIFAB shall not be responsible for any incidental or consequential damages including, without limitation, damages or other costs resulting from labor charges, delays, vandalism, negligence, fouling caused by foreign material, damage from adverse water conditions, chemicals, or any other circumstances over which MIFAB has no control. This warranty shall be invalidated by any abuse, misuse, misapplication or improper installation of the product.

**MIFAB MAKES NO OTHER WARRANTIES EXPRESSED OR IMPLIED AS PROVIDED IN THIS LIMITED WARRANTY.**

**ILLUSTRATIONS OR TYPICAL INSTALLATIONS:** The typical installations for various products in each product found in each section are intended to illustrate the products and their options. Under no circumstances are they to be construed as recommended installation procedures. Consult local codes and project specifications for proper installation instructions.

**NOTE:** Prices and terms are subject to change without notice and supersede all previous quotations. The right is reserved to change or modify product design or construction without prior notice and without incurring any obligation to make similar changes and modifications to product previously or subsequently sold. Contact MIFAB for any clarification.

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