

# Flush Valve Products Terms and Conditions

Prices are F.O.B Factory with full freight allowed on shipments of \$3,000.00 within the United States. Allowance based on the lowest transportation rates.

**Additional freight services, such as construction site delivery, lift gate delivery service, re-consigned freight or notification charges, are not included in FFA terms, and will result in additional freight charges.** Terms for Export Shipment on application.

## Returned Goods

Standard cataloged material may be returned only with written permission of Seller. Returned goods are subject to a 25% restocking charge plus cost of reconditioning, if necessary, to make material salable. Material over two years old will be subject to a 50% handling charge. **Material over five years old will not be accepted.** Transportation charges must be prepaid by the Buyer. Credit allowance will be in the form of merchandise credit only – not cash credit.

The letter B in parenthesis (B) following an item on the acknowledgement of a purchase order indicates that the item has been made especially for the job and is not subject to return or cancellation except by special negotiation.

## Limited Warranty

All goods sold hereunder are warranted to be free from defects in material and factory workmanship for a period of five years for AquaVantage flush valves and products and three years for Aquaflush flush valves and products from the date of purchase (five years for hand dryers and one year for decorative finishes). We will replace at no cost goods that prove defective provided we are notified in writing of such defect and the goods are returned to us prepaid at Sanford, NC, with evidence that they have been properly maintained and used in accordance with instruction. **We shall not be responsible for any labor charges or any loss, injury or damages whatsoever, including incidental or consequential damages.** The sole and exclusive remedy shall be limited to the replacement of the defective goods. Before installation and use, the purchaser shall determine the suitability of the product for his intended use and the purchaser assumes all risk and liability whatever in connection therewith. Where permitted by law, **the implied warranty of merchantability is expressly excluded.** If the products sold hereunder are "consumer products," **the implied warranty of merchantability is limited to a period of five years for AquaVantage products and three years for Aquaflush and Sensor products and shall be limited solely to the replacement of the defective goods.** All weights stated in our catalogs and lists are approximate and are not guaranteed.

## Minimum Charge

On all orders having net value of less than \$100.00 we reserve the right to apply a \$100.00 net minimum invoice.

The prices listed herein are subject change anytime without notice. Prices supersede all previous prices.

The possession of this price list is not to be construed as an offer to sell the goods at the price or terms stated.

**Note:** All product illustration, specifications and published literature are based on authorized information. Although descriptions are believed correct at publication approval, accuracy cannot be guaranteed. Zurn reserves the right to make changes from time to time, without notice and to change or discontinue designs. Contact your sales representative for the latest information at time of purchase.

## Price and Terms of Payment

Net payment terms 30 days, 2% net 31 days. In addition to prices and freight specified, Buyer shall pay all sales, consumers, or other applicable taxes.

## Shortage Claims

Claims for shortages or incorrect filling of orders must be made within 30 days from date of delivery. **No claims over six months old will be honored. Deliveries that are short carton(s) or have damaged carton(s) must be reported immediately. Damaged carton(s) must be kept for Carrier Claim Inspector.**

**Zurn flush valves are designed to comply with the Army Corp of Engineers and Naval guide specifications, Military Specification MIL.V.29193 and Federal Specification WWP541.**

Zurn flush valves comply with the following standards: ASME A112.18.1/ CSA B125.1, A112.19.5, A112.19.2, A112.19.6, ASSE 1037 and 1001, are listed by the following agencies: Canadian Standards, IAPMO/UPC/ CUPC, and CSA 125.3. Zurn flush valves are manufactured from dezincification resistant alloys. For additional compliances, contact Zurn Industries, LLC, Commercial Brass Operation, or 1-800-997-3876.