

TERMS AND CONDITIONS OF SALE

Terms: Standard terms are 2% NET 10 days. A 1 1/2% per month (18% per annum) service charge will be added to all past due accounts. All invoices are to be paid in US Currency. Title and risk of loss pass to buyer upon shipment.

Freight Allowance: Freight prepaid on orders of \$1000.00 NET or more. Prepaid freight levels are based on shipments to one location only. It is the responsibility of the customer to determine if his purchase order meets the minimum freight allowance required. NDS reserves the right to select the carrier and point of shipment.

Canadian Orders: Freight prepaid on orders of \$1,500.00 (US\$) NET or more. Custom DuraCast only orders freight prepaid on orders of \$2500.00 (US\$) NET or more.

The above freight policies apply to the continental US and Canada only. For other areas please contact NDS.

Errors & Claims: All claims for shortage in shipment or damaged material must be noted on the "Bill of Lading" and a written request for credit submitted to NDS within 15 days of shipment. NDS responsibility ceases upon delivery to the carrier.

Returned Goods: Returned goods will be accepted only after written approval and shipping instructions are received from NDS. A return goods authorization number is required and must be on all cartons, documents, and correspondence. All returns are subject to a 25% restocking charge, freight cost of returned goods (plus "out freight if applicable"). A higher restocking charge may be assessed against any return requiring extraordinary handling costs.

Minimum Order: \$100.00 minimum order net billing. A 15% broken box charge will be added for other than full box quantities.

Limited One Year Warranty: The liabilities of NDS are limited solely and exclusively to replacement as set forth in our standard "Statement of Warranty", alone and do not include any liability for incidental, consequential or other damage of any kind whatsoever, whether any claim is based upon theories of contract, warranty, negligence or tort and without any limitations and do not include shipping charges, labor, installation or any other losses or expenses incurred in operation of any replacement specialty item or fitting. NDS drainage products are designed to be used for exterior surface drainage only.

Limited Lifetime Warranty: NDS warrants to the original owner of its NDS catch basins, grates, channel and Pro Series valve boxes, subject to the conditions set forth in this warranty, that NDS catch basins, grates, channel and Pro Series valve boxes will remain free from manufacturing defects.

All NDS products are guaranteed against defects resulting from faulty workmanship or materials. Claims for labor costs and other expenses required to replace defective products or repair of any damage resulting from the use thereof will not be allowed by NDS. Our liability is limited to replacement of products acknowledged by NDS to be defective.

Exclusive Warranties and Remedies: The foregoing remedies are exclusive and are given and accepted in lieu of (i) any and all other warranties, express or implied, including without limitation the implied warranties of merchantability and fitness for particular purpose; and (ii) any obligation, liability, right, claim or remedy in contract or tort, whether or not arising from NDS, Inc.'s negligence, actual or imputed. The remedies of customer shall be limited to those provided herein to the exclusion of any and all other remedies including, without limitation, incidental or consequential damages. No agreement varying or extending the foregoing warranties or these limitations will be binding on NDS, Inc., unless such is signed in writing by an authorized officer of NDS, Inc.

The liability of NDS, Inc., hereunder shall be limited to restoring to good working order, provided that NDS, Inc., is not required to restore the product to good working order when such failure is due to causes beyond NDS, Inc.'s control, including but not limited to, acts of God, acts of civil or military authority, priorities, strikes, floods, epidemics, war, riots, and other causes that are beyond the manufacturers control.

These provisions are complete and exclusive statements of all terms and conditions between NDS, Inc., and the consumer. These provisions may not be varied, supplemented, qualified or interpreted by any prior course of dealings, written or oral or by trade usage. No NDS, Inc. agent, officer or employee has authority to make any representation, promise or warranty concerning these provisions.



- **Catch Basins & Grates**
 - **Channel Drains**
 - **Dura Slope™ Pre-Sloped Trench Drain Systems**
 - **EZflow® Gravel Free French Drain**
 - **Flo-Well® Manufactured Dry Well**
 - **Flo Control™ Ball Valves**
- **Flo Control™ Check Valves**
 - **Flo Control™ Transition, Compression & Repair Fittings**
 - **Backwater & Diverter Valves**
 - **Sewer & Drain Fittings**
 - **Permeable Pavers**
 - **Root Barriers**
- **Valve Boxes**
 - **Meter Boxes**
 - **Flexible Couplings**
 - **Flexible Saddles**
 - **Agrifim™ Drip Irrigation**

PARTIAL CLIENT LIST

The White House
Los Angeles Country Club
Pebble Beach
Cypress Point
Spyglass Hill
PGA West Stadium Golf Course
Princeville Golf Course
Ritz Carlton
Santa Barbara Zoo
Sheraton Hotels

Sherwood Country Club
Soldier Field
Del Webb & Sun City Country Clubs
Westin Hotels
Riviera Country Club
Buchart Gardens
Disney World
Disneyland
Florida University
Harbortown Golf Links

Hyatt Grand Champions
La Quinta Resort
Marriott Hotels
MGM Grand Hotel & Theme Park
Mirage Hotel
Jack La Lane Athletic Clubs
Olympic Training Center

Regional Warehouses:

- Lynnwood, WA
- Mineola, TX
- Philadelphia, PA
- Powder Springs, GA
- Visalia, CA
- Fresno, CA

Address/Telephone
P.O. Box 339 • 851 N. Harvard Avenue
Lindsay, CA 93247
Phone: 800-726-1994
Fax: 800-726-1998
International Phone: 559-562-9888
International Fax: 559-562-4488
e-mail: nds@ndspro.com

www.ndspro.com

FOR TECHNICAL INFORMATION, CONTACT:

Technical Services
(888) 825-4716
TechService@ndspro.com