

TERMS & CONDITIONS

PRICES: Published trade prices in effect at time of receipt of order at our office are firm provided the complete order is released for fabrication and shipment.

TERMS: 1% 15th Prox.

Prepaid freight or cartage charges paid by us are not subject to cash discount.

TAXES: The prices listed herein exclude Federal, State, or Municipal Tax applicable to the transaction. Such taxes, where applicable to the transaction should be paid directly to the governing authority by the Purchaser.

VALID ORDERS: An order is not valid until acknowledged by the manufacturer.

CLAIMS: As all goods are shipped at buyer's risk, they should be examined carefully before signing transportation receipts. If transportation company tenders delivery of goods in bad order, buyer should insist on transportation agent making notation of conditions on freight bills, thus enabling buyer to secure prompt payment of transportation payment claims filed by him for value of damaged material.

The responsibility of this Company ceases upon delivery of goods in good order to transportation companies. All orders are accepted subject to delays on account of government requirements, strikes, accident or other causes beyond our control.

MINIMUM ORDERS: Orders with an invoice value of less than \$25.00 will be invoiced at \$25.00.

RETURNED GOODS: Goods must not be returned except by written permission, and when so returned will be subject to a deduction of twenty-five percent (25%) for rehandling, and all transportation charges, including freight and cartage, will be paid by shipper. Material made on special order or obsolete is not subject to return.

FREIGHT TERMS: Full freight is allowed, F.O.B. Westfield, Massachusetts, on baseboard shipments within the continental (lower 48) United States, provided the order consists of 2000 linear feet of baseboard based on complete assembled baseboards, or 5000 lbs.

FOR SMALLER ORDERS, SHIPMENTS ARE F.O.B. WESTFIELD, MASSACHUSETTS, WITH NO FREIGHT ALLOWED.

LIMITED WARRANTY

The Manufacturer warrants to the original owner at the original installation site that the Product will be free from defects in material or workmanship for a period not to exceed one (1) year from startup or eighteen (18) months from date of shipment from the factory, whichever occurs first. If upon examination by the Manufacturer the Product is shown to have a defect in material or workmanship during the warranty period, the Manufacturer will repair or replace, at its option, that part of the Product which is shown to be defective.

This limited warranty does not apply:

- (a) if the Product has been subjected to misuse or neglect, has been accidentally or intentionally damaged, has not been installed, maintained or operated in accordance with the furnished written instructions, or has been altered or modified in any way.
- (b) to any expenses, including labor or material, incurred during removal or reinstallation of the Product.
- (c) to any workmanship of the installer of the Product.

This limited warranty is conditional upon:

- (a) shipment, to the Manufacturer, of that part of the Product thought to be defective. Goods can only be returned with prior written approval from the Manufacturer. All returns must be freight prepaid.
- (b) determination, in the reasonable opinion of the Manufacturer, that there exists a defect in material or workmanship.

Repair or replacement of any part under this Limited Warranty shall not extend the duration of the warranty with respect to such repaired or replaced part beyond the stated warranty period.

THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, AND ALL SUCH OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED AND EXCLUDED FROM THIS LIMITED WARRANTY. IN NO EVENT SHALL THE MANUFACTURER BE LIABLE IN ANY WAY FOR ANY CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES OF ANY NATURE WHATSOEVER, OR FOR ANY AMOUNTS IN EXCESS OF THE SELLING PRICE OF THE PRODUCT OR ANY PARTS THEREOF FOUND TO BE DEFECTIVE. THIS LIMITED WARRANTY GIVES THE ORIGINAL OWNER OF THE PRODUCT SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY BY EACH JURISDICTION.



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