

Terms & Conditions

Prices—All previous prices are withdrawn. Prices shown are subject to change without notice and all orders will be accepted only on “**price-in-effect-at-time-of-shipment**” basis. All prices and agreements are contingent upon strikes, accidents and other causes unavoidable or beyond our control.

Taxes—In addition to the stated selling prices, the Buyer shall reimburse Crane Plumbing LLC for all applicable taxes, now or hereafter levied upon the production, sale, use or shipment in connection with the material sold.

Terms of Payment— Terms are 2% 30, net 31. The net amount of invoices shall be due and payable to the remittance address thirty days after invoice date. Provided accounts show no past due balance, a 2% cash discount will be allowed on the invoice price if paid on or before the 30th day following shipment. Cash discount will be allowed on the total amount of the invoice before addition for transportation and before addition of any applicable taxes. Account balances having extended one month or more beyond our net payment date will be subject where permissible by law, to a service charge of one and one-half percent (1 1/2%) per month to cover additional costs of collecting such balances and not for the loan, use or detention of money or forbearance of debt. We urge your full cooperation in adhering to our assigned terms for payment and by so doing, you will eliminate the need for such charges. Material is subject to shipment in whole, or in part, at the option of Crane Plumbing LLC and each shipment is subject to immediate invoicing.

Acceptance/Order Approval—The acceptance, shipment and delivery of any order is subject to credit investigation and approval from Seller’s Credit Department. Seller reserves the right to withhold delivery or stop shipment in transit on accepted orders without any liability on seller’s part, if in seller’s opinion, Buyer’s ability to pay for the product per the selling terms and conditions is in doubt.

Contingencies—Delivery dates, if given, are based on conditions at that point in time. Delivery dates are contingent on the non-occurrence of fires, strikes, accidents, transportation. Delivery dates are contingent on the non-occurrence of fires, strikes, accidents, transportation delays and other uncontrollable causes. Seller will not be liable for back charges for late delivery under any circumstances.

ALL CHANGES, CANCELLATIONS, DELETIONS OR ADDITIONS NEED TO BE MADE IN WRITING, VIA LETTER OR FACSIMILE and addressed to Crane Plumbing LLC attn: Customer Service Manager 41 Cairns Rd. Mansfield, OH 44903. No telephone or oral changes will be accepted.

Delivery and Shipment of Material—Delivery to the initial carrier constitutes delivery to the buyer. Unless the freight terms indicate otherwise, seller’s responsibility ceases upon delivery to the initial carrier. Any visible shortages/damages must be noted on the freight bill and signed by the driver. DO NOT REFUSE DELIVERY if damage is discovered after processing. Claims for damage to or loss of material in transit should be filed immediately by buyer, direct with carrier.

Freight Terms—Shipments are F.O.B. Factory, or other designated shipping point determined by Crane Plumbing LLC unless otherwise indicated. **Any shipment or delivery dates quoted by Crane Plumbing LLC are estimated.** The Company shall be obligated to use reasonable efforts to meet such dates. **Crane Plumbing LLC will in no event be liable for any delays in delivery or failure to give notice of delay, or for any other failure to perform here-under due to causes beyond the reasonable control of the Company.** Such causes shall include, but not be limited to acts of God, the elements, acts or omissions of manufacturers or suppliers of the Products or parts thereof, acts or omissions of Buyer or civil and military authorities, fires, labor disputes or any other inability to obtain the Products, parts thereof, or necessary power, labor, materials or supplies. The Company will be entitled to refuse to make, or to delay any shipments of the Products if Buyer shall fail to pay when due any payment owed by it to the Company, whether under this or any other contract between the Company and Buyer.

Terms—Manufacturer’s liability ceases upon delivery of shipment to carrier. Shortages must be reported to Crane Plumbing LLC within 10 days of receipt of shipment. The Consignee is to file claim against carrier for all goods lost or damaged in transit. No goods shall be returned without permission from the manufacturer and are subject to a handling charge. No debit memos will be accepted. Goods proved to be defective will be replaced at our discretion, but no claims for damage incurred or work done thereon will be allowed.

Claims for Shortages—All claims for shortages of inaccurate filing of orders shall be made in writing within ten (10) days after buyer’s receipt of material.

Cancellation of Non-Standard Items—Cancellation or changes will not be accepted after production has begun on any non-standard stock item. This includes non-standard colors, specially drilled items and all fixtures having unusual features requiring extra supervision/labor during production.

Terms & Conditions

Warranties—The following warranties are made in lieu of warranties of merchant-ability or fitness for any particular purpose, and in lieu of all other warranties expressed or implied, and no other warranty is made or authorized to be made.

A) **Warranty**—Crane Plumbing LLC extends a limited warranty to the buyer that products of its own manufacture shall be free of defects in material and workmanship for the period stated on the warranties listed on page 434 after date of manufacture, date of purchase or date of installation, whichever period occurs first. Under this warranty Crane Plumbing LLC will, in its sole discretion, upon receipt of a written claim, either (1) repair the product, (2) replace the product or any part therein with a Crane Plumbing LLC product of similar type and size, or (3) refund to the consumer the wholesale price of the product received by Crane Plumbing LLC. If Crane Plumbing LLC elects to refund the wholesale price to the consumer, Crane Plumbing LLC shall have no further obligation to its wholesale customer, or any contractor with respect to such product. Goods proven to be defective will be replaced after proper inspection, but no claims for damages incurred or for work done thereon will be allowed. Replacements when supplied will be shipped at no cost to the consumer. Warranty of products of another manufacturer sold by Crane Plumbing LLC is limited to the warranty extended to Crane Plumbing LLC by such manufacturer. To obtain warranty service under this warranty please contact your nearest Crane Plumbing LLC contractor, distributor or write Crane Plumbing LLC, 41 Cairns Road, Mansfield, OH 44903.

This written warranty is the only warranty made by Crane Plumbing LLC. Implied warranties of merchantability or fitness for a particular purpose, if any, are limited to the same term as this written warranty. Crane Plumbing LLC will not be liable for any labor or other expenses not specifically stated above. Crane Plumbing LLC disclaims any responsibility for consequential, special, contingent, incidental or any other damages whatsoever in connection with replacement, repair or refund as set forth above. This warranty gives you specific legal rights. You may also have other rights which vary from state to state.

B) **Patent Warranty**—Crane Plumbing LLC will, at its own expense, defend any suits that may be instituted against the buyer for alleged infringement of United States Patents relating solely to specific devices of Crane Plumbing LLC manufacturer listed herein, provided such alleged infringement shall consist only in The use of such specific device itself and not as a part of any combination of other devices and/or parts, and provided the buyer gives Crane Plumbing LLC immediate notice in writing of any such suit and permits Crane Plumbing LLC, through its counsel, to answer the charge of alleged infringement and to defend such suit, and provided buyer gives all needed information, assistance, and authority to enable Crane Plumbing LLC to do so and thereupon in case of a final award of damages in any suit Crane Plumbing LLC will pay such award but shall not be responsible for any compromise made without its written consent.

C) **Product Changes**—No warranty shall apply to any product which is modified or changed in design or function after leaving Crane Plumbing LLC factory.

Illustrations—Catalog illustrations are actual representations of a certain size of each line of products but do not necessarily represent all sizes in all details. The designs shown are subject to change without notice.

Changes in Products and Packaging- Crane Plumbing LLC continually strives to improve its products, and from time to time may make design changes. Crane Plumbing LLC reserves the right to ship and deliver products with such design changes to fulfill an order, unless Crane Plumbing LLC has been advised that such products are inconsistent with the customer's intended use.

Effect of Terms and Conditions—The terms and conditions herein contained shall apply to any order or direction received from buyer and no provision in any such order or direction from buyer in any way modifying or changing said terms and conditions shall be binding upon Crane Plumbing LLC. No modification shall be effected by Crane Plumbing LLC shipment of goods following receipt of buyer's order or request for shipment which may contain provisions contrary to the terms and conditions herein contained.

Waiver—Waiver by Crane Plumbing LLC of any breach of these provisions shall not be construed as a waiver of any other breach.

Minimum Charge—An order for items for which invoice prices aggregate less than \$50.00 list will be billed at \$50.00.

Assignment—None of the buyer's rights under any order shall be assigned or otherwise transferred by the buyer to any other person, whether by operation or law or otherwise, without the seller's prior written approval.

Weights—Weights shown in catalogs, price schedules, quotations, or acknowledgments or orders are approximate and are in no sense guaranteed. They represent the average weight of products as made from patterns in use at time weights were compiled.

Special Conditions—Any additional cost incurred in packaging or in making any special test or inspection which is requested by buyer, and is in addition to those regularly supplied by Crane Plumbing LLC, will be charged to the buyer. Such tests and inspections will be made only at the factory before date of shipment.

Warranties

Vitreous China Products

Atlanta/ Atlas Toilets	5 Year - Vitreous China
Toilet-To-Go	5 Year - Vitreous China
Atlanta	5 Year - Vitreous China
All Other Toilets / Lavatories / Urinals / Commercial Products	Limited Lifetime - Vitreous China
Pressurized Tank System	10 Years (WDI)
All Other Toilet Tank Trim	1 Year

Vanity Tops

Cultured Marble	5 Years
Silkstone	10 Years

Enameled Steel Products

All Products	1 Year
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Acrylic Kitchen Sinks

All Products	1 Year
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Wall Surrounds

Direct To Stud Tub / Shower Walls	Limited Ten Year
DTS Tubs	1 Year

Whirlpool / Baths

Acrylic Whirlpool Tub Portion	5 Years
Pump System	2 Years
Electric Motor	2 Years
Whirlpool System	2 Years

Modular Bathing Systems

Acrylic Module Portion	5 Years
Pump System	2 Years
Electric Motor System	2 Years

Fiat Specialty Products	1 Year
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Showerite Shower Doors	Limited Lifetime
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All Other Non-Specified Products	1 Year
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Revised 9-1-07