

Heritage Plastics

TERMS & CONDITIONS OF SALE

STANDARD TERMS: Our standard terms are 2% 10th prox net 30 days. Accounts are considered past due at the end of the month. All payments must be postmarked by the 10th in order to be eligible for discount. (Invoices dated the 26th of the month thru the 25th of the next month may be discounted, if postmarked by the 10th of the month).

PRICES: All orders are subject to prices in effect at time of shipment and are subject to change without notice.

FREIGHT: All pipe and pipe/fitting combination shipments are FOB factory with freight prepaid and allowed to one destination (within our defined shipping territories) on orders in excess of \$5,000 net value. (For more than one destination a \$75.00 drop fee will apply). Orders under \$5,000 net for more than one destination, or requiring special routing at Buyer's request, will be shipped freight prepaid and charge or freight collect. Pipe minimum order is \$500 net value. All fitting shipments are freight prepaid and allowed to one destination on orders in excess of \$750 net value. Fittings minimum order is \$100.

CLAIMS: Shipments received by common carrier must be inspected upon delivery for shortages, losses, or damages. Claims must be filed with delivering carrier by the purchaser and noted on carrier's bill of lading. All claims against manufacturer must be made in writing within 10 days of shipment for shortages, and within 60 days for latent defects. If shortages are not reported within this time frame, order will be deemed correct.

RETURNS: Returns will be accepted only with written authorization from manufacturer. A copy of the authorization must accompany the return. All returns are subject to a 25% restocking charge, and freight must be prepaid. All non-stock/special items are not returnable.

FORCE MAJEURE: Seller shall not be held liable for any delay for failure in making a delivery beyond the seller's control such as, but not limited to fires, floods, accidents, strikes, production, raw material problems, or acts of nature.

SPECIAL ORDER ITEMS: Special non-catalog items are available upon request. Special order items cannot be canceled once production has begun nor can they be returned for credit.

WARRANTY: *Heritage Plastics* manufactures products that are guaranteed against defects resulting from faulty workmanship or materials at time of manufacture. *Heritage Plastics* will replace or allow credit at its option for products found defective, provided that an inspection by *Heritage Plastics' Representative* validates the claim. The defective product will be replaced by manufacturer free of freight charges. Claims for labor or other expenses incurred to replace or repair such defective products are not allowed by *Heritage Plastics*. This warranty does not apply to products which have been improperly installed, misused, misapplied, improperly maintained or repaired, or damaged by fault or negligence of anyone other than manufacturer.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF FITNESS AND MERCHANTABILITY FOR A PARTICULAR PURPOSE.

Heritage Plastics shall not be held liable for any consequential, incidental, or other damages included, but not limited to, cost of removal, and reinstallation, in connection with any defective product. Warranty is valid for one year from date of purchase.