



Terms & Conditions of Sale

1. When ordering material please use American Granby Inc. (AGI) part number, size and other definitive information necessary. AGI reserves the right to correct clerical errors or omissions in quotations or other documents.

2. **ORDERS AND CONTRACTS:** Subject to acceptance at the office in Liverpool, New York. Any statement in an order of contract which modifies AGI's Terms and Conditions as set forth here, must first be accepted in writing by AGI. Any order cancelled after acceptance by AGI is subject to a 25% cancellation charge.

3. **PRICES AND QUOTATIONS:** Orders will be invoiced at the prices in effect at the time of shipment. Unless otherwise specified, prices are F.O.B. point of shipment. All prices and quotations are subject to change without notice. Items not listed in this catalog will be quoted on application.

4. **MINIMUM ORDERS:** All orders under \$100.00 will be charged \$25.00 to cover packing, shipping, order processing, billing and other handling expenses.

5. **TAXES:** Any tax that may be imposed by law on the sale of articles made or sold by this company shall be added to the sale price of such articles.

6. **TERMS:** 2% 15 days, Net 30 Days unless otherwise noted. CASH DISCOUNTS TAKEN BEYOND TERMS STATED ON THE INVOICE WILL BE DISALLOWED.

7. **FREIGHT & DELIVERY:** All merchandise shipped FOB point of shipment. Full freight allowed on shipments from the AGI warehouse within the continental US for orders totalling **\$1300** net. Shipments to Puerto Rico are prepaid at **\$4000** net. Other shipments outside the continental US are prepaid and allowed to closest inland point based on above net minimums. The individual manufacturer's freight will supersede AGI's freight policy on drop ship items. Special order items are not subject to prepaid freight allowances.

Additional Freight Charges: Additional fees for residential, remote areas, lift gate service or any special circumstance deliveries from the freight carrier will be the responsibility of the receiver of the shipment and a separate invoice will be issued upon receipt of notification of such charges. This applies to any freight prepaid, freight allowed or prepay and add invoices. The receiver of the shipment is to pay all additional fees.

8. **SPECIAL PRODUCTS/ORDERS:** Requests for cancellation of these orders will not be considered if the manufacture of the product is in process or the special product has already been shipped by the manufacturer when the customer's request for cancellation reaches the home office. Special orders for non-cataloged items, or products made to customer's specifications can not be returned for any refund. Special order items are not subject to prepaid freight allowances.

9. **WARRANTY:** All products, with the exception of chemical feed pumps are warranted to authorized distributors/wholesalers purchasing from AGI as to workmanship and material for a period of one year from date of sales by AGI, when the products are used in recommended service. AGI's liability and its customer's exclusive remedy under this warranty, expressed or implied is limited to repair, replacement or credit at AGI's option, for such parts as proven defective. If such product(s) or part(s) are returned, shipping charges must be prepaid, to AGI at its factory at 7652 Morgan Road Liverpool, NY 13090. AGI will examine such product(s) or part(s) promptly upon arrival. If a defect covered by this warranty is found, AGI will, in its sole discretion, either repair the defect or replace the defective part(s) or allow a credit for the defective part(s). If a part is replaced, it is a condition of this warranty that AGI be allowed to keep the returned part. Costs of shipping all parts or products back to the distributor/wholesaler shall be solely the responsibility of the distributor/wholesaler; repairs and replacements are furnished F.O.B. AGI's factory only.

NOTE: This warranty is extended to distributors/wholesalers who have purchased products covered from AGI. AGI extends no warranty of such products to "consumers", as that term is defined in the Magnuson-Moss Warranty-Federal Trade Commission Improvement Act (14 U.S.C. 2301 et

seq.), and the regulations promulgated thereunder. There are no warranties other than those contained in this statement, and neither any representation or affirmation made nor any drawing or sample shown, shall be deemed to create any warranty or standard of performance. In the event that any AGI product is modified at any place other than the point of original manufacture, this warranty is null and void. The warranty set forth in this paragraph is made expressly in lieu of all other warranties expressed, implied or statutory, including, but not limited to, warranties with respect to quality, merchantability, or fitness of a particular purpose.

10. **LIMITATION OF LIABILITY:** The exclusive remedy to which AGI may be subjected by reason of any breach of warranty, or in connection with any goods supplied by AGI, or by reason of any breach of agreement shall be for damages and the amount of damage for which AGI shall be liable shall be limited in accordance with the provisions hereof. AGI's liability for any and all losses and damages to purchaser or any other person resulting from any breach of any warranty by which AGI may be bound, from any damaged or defective goods supplied by AGI (regardless of whether any said defect shall be discoverable or latent), failure to deliver, breach of agreement, or any other cause whatsoever, including AGI's negligence, shall in no event exceed the purchase price of the particular goods with respect to which losses or damages are claimed, or at the election of AGI, the repair or replacement of defective or damaged goods. In no event, including a claim of negligence, shall AGI be liable for incidental or consequential damages as defined in Section 2-715 of the Uniform Commercial Code. Without limitation to the foregoing, in no event shall American Granby be liable for the loss of use of the product, process, plant, equipment or facilities of the purchaser or the end-user whether partially or wholly due to defects in material and/or workmanship and/or design of AGI's product and in no event shall AGI be liable for expenses necessary to remove or reinstall any product supplied by AGI, or for any damages to other property or equipment resulting from any such removal or reinstallation. Damages resulting from improper storage, improper product rotation, improper handling, freezing, improper installation, fire or any act of God will not be considered by AGI as its liability. AGI will not assume any expenses or liability for repairs or modifications made to its products, without its written consent.

11. **DELIVERY:** AGI's responsibility ceases upon delivery to any common carrier. AGI does not, unless under previous written agreement, insure shipments beyond the point of delivery to such carrier. AGI shall not be responsible for delays resulting from strikes, accidents, negligence of carriers, or any other causes beyond our control. AGI may, during a period of shortage due to causes beyond its control, prorate the supply of its products among all of its customers in such a manner as may be deemed equitable at the sole discretion of AGI.

12. **RETURNED GOODS:** Materials may not be returned unless authorization has first been obtained from the Liverpool, NY office. AGI reserves the right to refuse acceptance of deliveries of materials returned without this consent. All returns of saleable goods will be subject to a 25% restocking/handling charge. All authorized returned goods must be shipped prepaid by the customer. **Returns accepted within 30 days from date of authorization only.**

13. **ERRORS, SHORTAGES, ETC:** Claims for errors, shortages, etc. must be made within 30 days of receipt of goods, otherwise no allowance will be made. **WHEN PRODUCTS ARE SHIPPED ON WRAPPED PALLETS, INDIVIDUAL CARTONS MUST BE COUNTED UPON RECEIPT. ANY SHORTAGES OR OTHER DISCREPANCIES MUST BE NOTED ON THE DELIVERY RECEIPT AT THE TIME OF RECEIPT OR CLAIMS WILL BE CONSIDERED WAIVED.**

14. **PRODUCT CHANGES:** AGI reserves the right to make changes in pattern, design or materials when deemed necessary, without prior notice. Products which have become obsolete by reason of design change or discontinued as a manufactured item may not be returned for any refund.

15. **EXPORT:** Additional charges quoted upon application for export packing and crating.