



A WATTS Brand

Terms and Conditions

FREIGHT CONDITIONS:

All orders are shipped F.O.B. Once the material leaves our dock, it becomes the property and responsibility of the consignee. If freight is lost or damaged, all freight claims must be filed with the freight company. When shipping to a job site, freight will be third party billed.

FULL FREIGHT ALLOWANCE:

To meet the full freight allowance, orders must be for immediate complete shipment to one location within the contiguous United States. Shipments to Alaska, Puerto Rico, Hawaii or for export are not freight allowed. For shipments to Alaska, Puerto Rico, Hawaii or for export, the freight allowances shown below, for qualified items, are good for shipment to East Coast, West Coast, Gulf Coast, or Great Lakes ports only.

1. **Single Wall PP and PVDF Products:** \$7,000 Net on single wall pipe and fitting products, EXCLUDING Sinks, Tanks and related accessories, Chemical Treatment Systems, 8"-12" (inclusive) Pipe and Fittings.

PAYMENT TERMS:

The invoices are due and payable 30 days from the date of invoice.

ORDER ACCEPTANCE AND PURCHASE ORDER FORMS:

All orders are subject to acceptance by us at our facility. Prices and discounts contained in any of our catalogs, price lists or other literature are subject to change without notice. Your order, when shipped by us, shall be subject to these terms and conditions. Orders submitted on your own purchase order forms will be accepted only with the express understanding that no statements, clauses, or conditions contained in said order form will be binding on us if they are inconsistent with or in any way modify our own terms and conditions of sales.

MINIMUM ORDER CHARGE:

A minimum billing charge of \$50 Net applies to all shipments F.O.B. factory. Customers are encouraged to order sufficient product to avoid this charge which is necessitated by increased costs of processing small orders.

SPECIAL PRODUCTS:

Orders for special or modified products are non-cancelable. In the event that the customer cancels an order for such products, we shall charge the customer an amount equal to our costs and expenses incurred in performing the purchase order prior to receipt of notice of cancellation.

LIMITED WARRANTY:

We (the "Company") warrant each product to be free from defects in material and workmanship under normal usage for a period of one year from the date of original shipment. In the event of such defects within the warranty period, we will, at our option, replace or recondition the product without charge.

THE WARRANTY SET FORTH HEREIN IS GIVEN EXPRESSLY AND IS THE ONLY WARRANTY GIVEN BY THE COMPANY WITH RESPECT TO THE PRODUCT. THE COMPANY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED. THE COMPANY HEREBY SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

The remedy described in the first paragraph of this warranty shall constitute the sole and exclusive remedy for breach of warranty, and the Company shall not be responsible for any incidental, special or consequential damages, including without limitation, lost profits or the cost of repairing or replacing other property which is damaged if this product does not work properly, other costs resulting from labor charges, delays, vandalism, negligence, fouling caused by foreign material, damage from adverse water conditions, chemical, or any other circumstances over which the Company has no control. This warranty shall be invalidated by any abuse, misuse, misapplication, improper installation or improper maintenance or alteration of the product.

Some States do not allow limitations on how long an implied warranty lasts, and some States do not allow the exclusion or limitation of incidental or consequential damages. Therefore the above limitations may not apply to you. This Limited Warranty gives you specific legal rights, and you may have other rights that vary from State to State. You should consult applicable state laws to determine your rights.

SO FAR AS IS CONSISTENT WITH APPLICABLE STATE LAW, ANY IMPLIED WARRANTIES THAT MAY NOT BE DISCLAIMED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO ONE YEAR FROM THE DATE OF ORIGINAL SHIPMENT.

SHIPPING DATES-DELAYS-SHORTAGE CLAIMS:

All shipping dates given are best estimate only and, therefore, cannot be guaranteed. We will not be liable for any delay in delivery. Any claims for shipping errors, shortages or defects must be made to us within 24 hours of receipt of the goods. The customer shall be required to make timely payment to us of any amount which is undisputed or not subject to such claims.

RETURNED GOODS POLICY:

1. Permission to return goods must be requested in written form to us via email, fax or mail. The request must identify original shipment of material by invoice number and date of invoice and list all goods to be returned by Orion part number / MFG number and description. Total value of requested return must meet minimum \$250 Net value to qualify for return authorization due to increased costs of processing small returns.
2. The following are non-cancelable and non-returnable and no credit will be issued on their return: all pipe; all non-standard, special order, or made to order products; all obsolete products; all sinks, tanks and related accessories, sediment interceptors, monitoring equipment, and related accessories; all Standardline products; all expansion joints; all 8", 10", 12" fittings; all tools and accessories; all products so marked (*) on price lists.
3. Goods must be returned within one year after purchase in order to receive credit.
4. Only 10% of any invoice total (not including the pricing for pipe) may be returned for credit, subject to minimum \$250 Net value as stated above.
5. All goods must be returned "prepaid". For any goods purchased on an FFA basis, outgoing freight charges will be deducted from total credit amount.
6. All goods returned must be in pristine and resalable condition. All returns are subject to our inspection. Any product that is, in our sole judgement, determined not to be in a resalable condition will be either disposed of by us or returned freight collect to the purchaser. In either event, no credit will be given.
7. A restocking charge of 25% will be charged against all returned goods except Whiteline materials for which the charge will be 35%. If goods are returned in a non-pristine condition and need special cleaning to allow them to be resold, a 40% restocking charge will apply to the entire returned shipment.
8. All goods returned must have Orion's return authorization number clearly indicated on all boxes or cartons and must be freight prepaid. If not, they will be refused at our dock.
9. All credit memos issued may be applied to current account balances or to future purchases. No cash refunds will be issued.

NOTE:

Prices and terms are subject to change without notice and supersede all previous quotations. The right is reserved to change or modify product design or construction without prior notice and without incurring any obligation to make such changes and modifications on products previously or subsequently sold.