Terms and Conditions of Sale

Goods will be shipped F..O.B. from our plant. Shipments will be routed at the discretion of the shipper, unless the exact method of routing desired is specified. They will then be made in the manner requested with the customer assuming any transportation charges in excess of the lowest equalized rate. All air express, air freight, or air pool shipments will be made with total freight to the customer's account.

Cargo Insurance S.P. uses the utmost care in handling your shipment. However there are many places in the transportation chain where cargo may be lost or damaged. Many people are not aware that transportation costs do not include insurance coverage. This combined with carrier's limited liability coverage means that cargo owners may only receive a fraction of the cargo's replacement value. At the request of the customer S.P. will secure quotes for the cost of cargo/package insurance Customer must confirm in writing the addition of insurance and all costs associated will be added to the shipping & handling portion of invoice.

In case of loss or damage en-route, consignee must immediately notify the carrier's agent at destination in writing in order to substantiate the seller's formal claim when presented. Claim for shortage or destructions of erroneous charges must be promptly presented with full details within fifteen (15) days of shipment, or such claim will not be allowed.

Seller reserves the right to refuse to accept any materials returned without its express authority in writing and in no case will materials be accepted unless return is made within six (6) months of date of purchase. Tanks, special fabrications, pipes and non-stock fittings are not returnable. Seller also reserves the right to refuse to accept any returned materials unless a statement is provided showing the date and invoice number covering the original shipment of all goods being returned. Any materials accepted for return to any of seller's plants or warehouses will be subject to a surcharge of 40% of the invoice value of goods – minimum $20 provided the return is not necessitated through error on the part of seller or of manufacturing defects in the materials. No returns will be accepted in the month of December. Authorized return sales must be returned prepaid to point specified by seller. Returned product must be in re-saleable condition for credit to be issued.

All quotations appearing herein are subject to our written acceptance of the order and every contract resulting from such acceptance is subject to termination by us in case of the enactment or coming into force of any legislation or regulation affecting any source of supply or carrier operating to render more onerous or more costly the fulfillment of our obligations under such contract and in case of strike, war, occurrence in an existing war, fire, accident or any other cause, whether or not similar to any of the foregoing beyond our reasonable control, which in our opinion, operates or is likely to operate to interrupt or delay our obtaining or receiving materials or supplies or to increase the cost to us thereof or the fulfillment of our obligations under such contract.

Subject to proper storage by the purchaser, seller warrants its products to be free from defects in workmanship and material. But unless otherwise stated, this contract or quotation contains no conditions, warranty or guarantee, expressed or implied, and in particular no condition, warranty or guarantee to the effect that the material delivered is suitable for use under any specified conditions or for any specific purpose; although such conditions shall be to replace such quantity of the product proved to be defective, seller shall not be liable for any injury, loss, or damage, direct or consequential, arising out of the use of or the inability to use the product.

Any sales tax or other impost by government authorities will be treated as a new and automatic addition to the price of materials. Such additions will be applied to all orders not delivered prior to the effective date of such taxes.

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