General Terms and Conditions of Sale

GF Piping Systems USA Terms and Conditions (Rev. 2/2017) supersede all previous Terms and Conditions for Georg Fischer LLC and Georg Fischer Marvel LLC. It is the responsibility of the Distributor, Dealer, or Agent to provide a current copy of these Terms and Conditions to the Consumers of Georg Fischer Piping products.

Acceptance of Terms and Conditions
Acceptance by Customer of GF Piping Systems USA, (hereinafter “Seller”) offer of Products for sale is hereby expressly conditioned upon Customer’s acceptance of these General Terms and Conditions of Sale and these General Terms and Conditions of Sale will be deemed accepted, as written, despite any language in Customer’s purchase order and/or other documentation which is either in conflict or supplementary, unless promptly after this offer, Customer specifically advises Seller of each term and condition not so accepted and Seller accepts Customer’s conflicting and/or supplemental term(s) in writing.

Order Acceptance
Seller reserves the right to accept or reject any order. Possession of a price list by Customer does not constitute an offer to sell.

Credit Approval and Minimum Order Charge
Customer credit approval is required prior to any shipment. The minimum order charge is $100 net.

List Price, Discount or Freight Charges
List prices, discount, and freight terms are subject to change without notice. All prices are F.O.B. Seller’s factory or authorized warehouse at Seller’s discretion.

Payment Terms
Net 30, from the date the invoice is issued unless otherwise stated in a specific quotation. No authorized deductions allowed, such as deductions for pending Return Material Transactions that are subject to review. Seller reserves the right to apply a finance charge to the balance of any past-due invoice over 30 days from date of invoice at a rate of 1.5% per month, 18% per annum. Payment terms on fusion machine rentals net 30; see rental agreement for more details.

Taxes
Seller charges Customer for all sales, excise and other taxes and governmental charges Seller is required to collect from Customer. Customers claiming exemption must furnish documentation required by law which is satisfactory to Seller to permit Seller to refrain from collecting such charges.

WARRANTY AND LIMITATIONS
Seller’s Products are carefully inspected for manufacturing defects; however, it is not always possible to detect hidden defects. Seller warrants that its products shall conform to the description of such products as provided to Customer by Seller through Seller’s catalog, analytical data or other literature. THIS WARRANTY IS EXCLUSIVE, AND SELLER MAKES NO OTHER EXPRESS, IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR COURSE OF DEALING OR USAGE OF TRADE – WHICH ARE HEREBY DISCLAIMED. Seller’s warranties made in connection with this sale shall not be effective if Seller has determined, in its sole discretion, that Customer has misused the products in any manner, has failed to use the products in accordance with industry standards and practices, or has failed to use the products in accordance with instructions, if any, furnished by Seller. Seller does not warrant any Products obtained through an unauthorized Distributor, Dealer, or Agent.

LIMITATIONS OF REMEDY
Seller’s sole and exclusive liability and Customer’s exclusive remedy with respect to products proved to Seller’s satisfaction to be defective or nonconforming shall be repair or replacement of such products without charge or refund of the purchase price, in Seller’s sole discretion, upon the return of such products in accordance with Seller’s instructions. SELLER SHALL NOT IN ANY EVENT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND RESULTING FROM ANY USE OR FAILURE OF THE PRODUCTS. EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE INCLUDING, WITHOUT LIMITATION, LIABILITY FOR LOSS OF USE, LOSS OF WORK IN PROGRESS, DOWN TIME, LOSS OF REVENUE OR PROFITS, FAILURE TO REALIZE SAVINGS, LOSS OF PRODUCTS OF CUSTOMER OR OTHER USE OR ANY LIABILITY DERIVED FROM CUSTOMER TO A THIRD PARTY ON ACCOUNT OF SUCH LOSS, OR FOR ANY LABOR OR ANY OTHER EXPENSE, DAMAGE OR LOSS OCCASIONED BY SUCH PRODUCT INCLUDING PERSONAL INJURY OR PROPERTY DAMAGE. Any and all claims of Customer against Seller must be brought within one (1) year of Seller’s tender of delivery, regardless of their nature.

Order Changes or Cancellations
Cancellation or modifications of orders may be possible only with prior written consent from Seller. Since all orders are individually entered for processing immediately upon receipt, Seller reserves the right to charge back to the Customer costs incurred from either order cancellation or order modification. Seller also reserves the right to consider all order additions as new orders and subject to all terms and conditions stated in the current Master Distributor Price List have a 40% restock and products denoted with an asterisk (*) symbol are non-cancellable/non-returnable. Only products purchased within the past twelve (12) months, in original “like new” packaging (full carton quantities), of current design, and listed in the current Master Distributor Price List shall be considered for returns. All products qualifying for return are subject to review for marketability (quantities in question in relationship to historical stock movement) before issuance of a Return Material Authorization (RMA) number. Returns due to Seller’s product warranty or order entry/shipping error will not be charged a restock fee.

Product for Credit
Seller accepts returns of certain Engineered Piping Products, Valve and Actuation Products, Signet Instrumentation Products, Waste and Containment Products, and Vinyl Piping Products for a standard restock charge of 25%. Pipe is not returnable. Products denoted with a caret (^) symbol in front of the part number in the current Master Distributor Price List have a 40% restock and products denoted with an asterisk (*) symbol are non-cancellable/non-returnable. Only products purchased within the past twelve (12) months, in original “like new” packaging (full carton quantities), of current design, and listed in the current Master Distributor Price List shall be considered for returns. All products qualifying for return are subject to review for marketability (quantities in question in relationship to historical stock movement) before issuance of a Return Material Authorization (RMA) number. Returns due to Seller’s product warranty or order entry/shipping error will not be charged a restock fee.

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