

General Terms and Conditions of Sale

Always check for the most current General Terms and Conditions and Warranty Statement at www.gfpiping.com under "Price Lists."

GF Piping Systems USA Terms and Conditions (Rev. 2/2017) supersede all previous Terms and Conditions for Georg Fischer LLC and Georg Fischer Harvel 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 conflicting or supplemental, 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 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 date the invoice is issued unless otherwise stated in a specific quotation. No unauthorized 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 WARRANTY, EXPRESS OR 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 OF 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.

Seller will not cancel orders for custom or non-cancelable products if Seller has already produced the product or incurred expenses toward producing the product at the time the Customer seeks to cancel.

Delivery

Seller disclaims liability for consequential damages from late deliveries unless seller assumes liability for such damages in writing when the order is placed. Further, Seller disclaims liability where delivery delays caused by strike, differences with workmen, or causes beyond Seller's control, including but not limited to fires, floods, accidents, government actions, shortages of labor, raw materials, production facilities, or transportation. Where delivery delays are caused by labor problems, Seller is not obligated to seek or obtain any settlement which, in Seller's judgment, is not in Seller's best interest.

Standard Packaging

Seller will accept orders from Customer exclusively in multiples of the standard packaging quantity or boxed quantity. Seller reserves the right to reject any order that is not a standard packaging or boxed quantity of a Product.

Freight

Continental US – Full freight will be paid on the following orders:

1. Pipe \$7,500 net or greater in one of the following categories:
 - a. PPro-Seal
 - b. Contain-It
 - c. Fuseal (1 1/2"–6")
 - d. SYGEF
 - e. PROGEF
 - f. PVC and CPVC, including shapes and rods
 - g. PVC and CPVC, metric
 - h. Duct
 - i. CTS
 - j. LXT
 - k. Blazemaster
 - l. PE 100
 - m. COOL-FIT ABS
 - n. COOL-FIT ABS Plus Pre-insulated

Combination of products from one shipping point to meet freight allowance is at the sole discretion of the seller.

2. Fittings, Valves, & Actuation \$1,500 net or greater

Freight allowed orders will be sent by a designated carrier of Seller's choice. Additional charges will be invoiced to Customer for special handling and air freight when requested. Standard Pipe lengths require long truck beds for shipping and may be shipped separately from valves and/or fittings purchased on the same order. Valves and/or fittings will be shipped using practical shipping methods.

Freight will not be paid on the following orders:

- a. Signet Product
- b. Custom Products
- c. Heat Exchangers
- d. PVC and CPVC Fabricated Fittings 14" and larger
- e. Fuseal Squared, Tanks and Accessories, and Special Fabrications
- f. Fuseal Large Diameter Pipe and Fittings 8" and larger
- g. COOL-FIT ABS Lite Pipe
- h. Double-See
- i. International Orders
- j. Fusion Machines and Accessories

Unless otherwise specified, shipments are surface, prepaid and added to invoice.

Mode of Shipment and Packaging

Seller reserves the right to ship orders in the most economical manner, as long as the product is shipped on or before the promised ship date. If product ships after the promised ship date, Seller may automatically adjust the shipping method to help improve delivery of the delayed shipment, at no additional cost.

If Seller pays freight, Seller may hold shipment until all items become available. Customer bears extra cost of non-standard packaging or handling requested by Customer.

Transfer of Ownership

All products are FOB Seller's facility and title of merchandise transfers when product is loaded onto carrier. Claims for damaged merchandise should be made to carrier by Customer.

Assignment. Customer may not assign its rights under or interest in any purchase order without the prior written consent of Seller. These terms and conditions of sale shall be binding upon and inure to the benefit of Customer and Seller, their successors and permitted assigns.

Technical Documentation and Intellectual Property. Unless specified otherwise, technical documents such as drawings, descriptions, illustrations and the like, constitute only an approximate guide. Seller reserves the right to make any changes considered necessary. Seller expressly reserves any and all intellectual property rights therein.

Non-Conforming Shipments

Customer must notify Seller in writing within 7 days after receipt of shipments not conforming with Customer's order, stating specifically Customer's claim of non-conformity, or Customer is deemed to accept the shipment as is. If Seller is satisfied the shipment is non-conforming, Seller will (i) credit Customer for the price of defective goods or goods shipped but not ordered (including allocated outbound and return freight) upon return of goods; (ii) promptly ship omitted items waiving Seller's new order charges. Customer is required to make timely payment to Seller of any amount which is undisputed or not subject to such claims.

Return of Goods 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-cancelable/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 consideration should be returned to Seller's originating location. All returns are subject to inspection upon receipt. No credit will be issued until the returned material has been inspected, accepted, and processed. Customers will be contacted if quantity differences and/or non-acceptable material are found during inspection. Any credit issued will reflect only quantities actually received and accepted by Seller.

Disposition (return to Customer or scrap) of returned product not accepted back by Seller must be provided by Customer within 10 business days, otherwise it will be subject to disposal. All material returns must be accompanied by a valid Return Material Authorization (RMA) number. RMA numbers may be obtained from the Customer Service Department. When requesting a RMA, the original purchase order number and date of purchase must be provided.

All material returns must be received within thirty (30) days of the RMA issuance.

All material returns must be shipped freight prepaid. No collect shipments will be accepted by Seller. Restock charges and prepaid freight do not apply to warranty defective merchandise or returns due to Seller order entry or shipping errors.

Return of Goods for Warranty Evaluation

When requesting a RMA for material evaluation, Customer must first complete and submit a Material Safety Disclosure sheet and Request For Evaluation form obtained from Customer Service. Material arriving to Seller without a valid RMA number will be returned to the customer/distributor, freight collect. RMA numbers must be clearly referenced on all shipping documents and shipping containers.