



## **Gafco Industries LLC Terms and Conditions of Sale**

### *Expansion Deflection Fittings 2016*

**Acceptance:** Quotes are valid for 30 days from submission unless in writing from a Gafco Industries LLC employee. Gafco Industries LLC will determine final acceptance of all orders.

**Minimum Billing:** One hundred dollars (\$100.00) Net plus transportation charge.

**Delivery:** All shipping and delivery dates are estimated at time of quote/order based on current production demands, stock availability, and quoted transit time. There is no way to guarantee a delivery date with circumstances out of our control i.e. loss or damage while in transit, weather conditions, etc... Therefore Gafco Industries LLC is not indemnifier for any damages, losses, or claims whatsoever due to inability to meet such delivery date.

**Payment Terms:** 2% 10 Net 30 Days. Payment in US Funds. 2% finance charge per week can be applied on invoices beyond 35 days past due.

**Freight Terms:** \$1500.00 & over is pre paid and allowed for Expansion Deflection Fittings. (Within the Continental US Only) Rush orders will require and Bill to Account number for options other than standard ground (7-10 days in transit)

Freight Terms are calculated on each order/PO placed in a single business day and cannot be calculated on a job over several orders unless agreed upon in advance by Gafco Industries LLC. On orders that do not qualify for the freight allowance, freight charges will be prepaid and added to the invoice.

**Loss/Shortage/Damage In Transit:** All Shortages and or damage must be noted on the bill of lading at time of receipt and reported within 24 hours. No shortages will be recognized unless reported within 48 hours of receipt of material. On Collect shipments our responsibility ceases with delivery to the carrier, at which time title passes to the purchaser and all claims for loss, damage or delay must be made to the carrier by the purchaser.

**Cancellation:** No orders may be cancelled once material has entered production or is on order unless otherwise agreed upon by the sales department of Gafco Industries LLC. Specialty or non-catalog items may not be cancelled once order has been released. Any orders approved for cancellation are subject to charges incurred.

**Returns of Goods:** All sales are final no returns.

**Warranty:** Gafco Industries LLC warrants that its products shall be free from defects in material for a period of one year from date of shipment from its plants. If after our inspection a defect is revealed, Gafco Industries LLC will not be held responsible for (1) any amount beyond the price of the product, (2) any unauthorized repair. This warranty shall not apply to any product that shows evidence of neglect, misuse, or mis-installation. This warranty is and shall be in lieu of all other warranties, expressed or implied.

**Clerical Errors:** All Clerical errors are subject to correction.

**Penalty Clause:** No penalty clause of any type will be applicable in any form unless prior written approval is provided by an officer of Gafco Industries LLC.

**Catalog Specifications:** Catalog weights and dimensions are careful estimates but not guaranteed

**Terms and conditions are subject to change without notice.**