

## TERMS AND CONDITIONS OF SALE

**ACCEPTANCE OF ORDERS:** All orders are subject to acceptance by Flint & Walling, Inc. in Kendallville, Indiana, and to conditions stated herein. Acceptance of F&W product order constitutes acceptance of the terms and conditions stated herein.

Flint & Walling, Inc. will not be bound by any term or condition on buyer's order which is different from or in addition to the terms and conditions of Flint & Walling.

**SHIPPING POLICY:** All prices are based upon product sold F.O.B. point of shipment. Flint & Walling will prepay and absorb transportation charges to common carrier points within the continental limitations of the United States, Alaska and Hawaii excluded, in accordance with the freight policy outlined in the Distributor Discount Schedule; and provided Flint & Walling is allowed to select point of origin of shipment, method of transportation and routing of the shipment. Flint & Walling, Inc. reserves the right to add a shipping surcharge due to heavy weight, oversize dimensions, non-pump product mix and/or large order quantities with an order that qualifies for prepaid freight outlined in the Distributor Discount Schedule.

**SHIPPING CLAIMS:** Customers must review shipment at time of receipt and inspect for damage and missing products. Failure to inspect and document this on the proof of delivery indicates that you have accepted the shipment as complete and damage free.

- Flint & Walling uses blue shrink wrap on all shipments. If product arrives with any other color of shrink wrap, inspect shipment for damage or missing product prior to signing for shipments. In order to receive credit for freight claims, all damage (visible or concealed) or any shipping discrepancies must be submitted to Flint & Walling immediately and must be noted on the proof of delivery. Notifications of damaged freight or shipping discrepancies are made by calling Flint & Walling at 800-345-9422 or by email to [sales@flintandwalling.com](mailto:sales@flintandwalling.com). Please provide PO #, missing or damaged model #'s, quantities and photos.

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Flint & Walling will consider all orders as being satisfactorily received and complete by your receiving department if no damage or shipping discrepancies are noted on the proof of delivery and reported to us within 5 days. Please note:

- Flint & Walling is not responsible for any damage or loss of any shipment once it has left the F&W warehouse.
- Return of damaged products requires prior consent of Flint & Walling and are subject to return freight charges and conditions specified above.
- No claims for shortage in weight or quantity will be honored by Flint & Walling unless presented within 5 working days after receipt of goods.
- Part of a shipment can be refused at time of delivery as long as it is noted on the proof of delivery by part number and quantity.

Any claim made outside the specified 5 days from receipt of delivery will not be honored. Payment in full will be required on all orders except those with proper notification.

**PRICES:** While every effort will be made to provide customers advance notice of price changes, all prices and discounts are subject to change without notice.

Flint & Walling reserves the right to refuse any order due to a price change or price discrepancy; and acceptance of such order by Flint & Walling is subject to customer acceptance of the revised current price.

**CANCELLATION:** Orders accepted by Flint & Walling in Kendallville, Indiana are not subject to cancellation; but, where cancellation for any cause is mutually agreed to, the purchaser will be billed for reasonable charges based on expenses already incurred and commitments made by Flint & Walling.

**TERMS OF PAYMENT:** 2% 30 days, Net 45 days. Accounts past due will be subject to a 1 1/2% monthly interest charge. Payments made with a credit card will have a 4% transaction fee applied with no cash discounts.



## TERMS AND CONDITIONS OF SALE (continued)

**SALES TAX EXEMPTION:** F&W is required to have a current sales tax exemption certificate on file for your company. If you have multiple stores or branches that we ship to in other states, please provide a MTC (Multistate Tax Commission) exemption certificate. It is your responsibility to provide the correct form for your state. Failure to provide your sales tax exemption certificate will result in sales tax being charged on your order.

**RETURNING PRODUCT:** Authorization and shipping instructions must be obtained from Flint & Walling by the purchaser before returning any product. A 15% handling and restocking charge will be charged for new product returned to Flint & Walling for credit. Non-cataloged product is not returnable.

**EXPORT COMPLIANCE POLICY:** All Flint & Walling products sold outside of the Continental United States are subject to the standards and regulations set forth by the Bureau of Industry and Security. Please consult with the factory on any product that is intended to be exported outside of the United States. See FW1333 for additional information.

**LIMITED WARRANTY:** This product is warranted, unless otherwise stated, to the user to be free from defects in material and workmanship for a period of one (1) year from the date of purchase. See product literature for specific warranty period.

Subject to the conditions hereinafter set forth, the manufacturer will repair or replace to the original consumer, any portion of the product which proves defective due to defective materials or workmanship. This warranty does not cover replacement parts for failure due to normal wear and tear. To obtain warranty service, contact the dealer from whom the product was purchased. The manufacturer retains the sole right and option to determine whether to repair or replace defective equipment, parts or components. Damage due to conditions beyond the control of the manufacturer is not covered by this warranty.

**THIS WARRANTY WILL NOT APPLY:**

(a) To defects or malfunctions resulting from failure to properly install, operate or maintain the unit in accordance with printed instructions provided; (b) to failures resulting from abuse, accident or negligence or use of inappropriate chemicals or additives in the water; (c) to normal maintenance services and the parts used in connection with such service; (d) to units which are not installed in accordance with normal applicable local codes, ordinances and good trade practices; and (e) if the unit is used for purposes other than for what it was designed and manufactured.

**RETURN OF WARRANTED COMPONENTS:**

Any item to be repaired or replaced under this warranty must be returned to the manufacturer at Kendallville, Indiana or such other place as the manufacturer may designate, freight prepaid. THE WARRANTY PROVIDED HEREIN IS IN LIEU OF ALL OTHER EXPRESS WARRANTIES, AND MAY NOT BE EXTENDED OR MODIFIED BY ANYONE. ANY IMPLIED WARRANTIES SHALL BE LIMITED TO THE PERIOD OF THE LIMITED WARRANTY AND THEREAFTER ALL SUCH IMPLIED WARRANTIES ARE DISCLAIMED AND EXCLUDED. THE MANUFACTURER SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, SUCH AS, BUT NOT LIMITED TO DAMAGE TO, OR LOSS OF, OTHER PROPERTY OR EQUIPMENT, LOSS OF PROFITS, INCONVENIENCE, OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY TYPE OR NATURE. THE LIABILITY OF THE MANUFACTURER SHALL NOT EXCEED THE PRICE OF THE PRODUCT UPON WHICH SUCH LIABILITY IS BASED.

This warranty gives you specific legal rights, and you may have other rights which vary from state to state. Some states do not allow limitations on duration of implied warranties or exclusion of incidental or consequential damages, so the above limitations may not apply to you.

If you have any questions concerning this or any of our policies and procedures, please do not hesitate to contact your Sales Representative.

