

**EDMUND A. GRAY COMPANY, Inc.**  
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## **POLICIES AND CONDITIONS OF SALE**

REVISED: 07.11.2014

**STEEL, BRASS, PLASTIC, STAINLESS AND ALUMINUM PIPE NIPPLES  
MALLEABLE IRON, BRONZE, STAINLESS, MERCHANT STEEL AND COPPER PIPE FITTINGS**

The following Policies and Conditions of Sale are designed and written in the spirit of fairness to all who are party to various transactions (Purchase Orders, Sales Orders, Shipments, Invoices, etc...) with the Edmund A. Gray Company. From time-to-time we receive Policies and/or Terms & Conditions from individual customers. While we will attempt to comply with our customers' wishes, in instances where a conflict occurs between our Policies and Conditions of Sale and theirs, the Policies and Conditions of Sale herein supersede any and all others in regards to the transaction.

**PRICING:** Prices are effective on the date(s) published at the time of shipment, supersede all previous quotations and are subject to change without notice. Orders are subject to the prices in effect at the time of shipment and to the availability of material, whether or not orders bear any prices. Our minimum order charge is \$25.00 NET, not including any freight charges.

**CARTON QUANTITIES:** We reserve the right to adjust quantities ordered to the next highest standard carton or master carton quantity. Industry standard individual carton quantity for most steel pipe nipples is twenty-five (25) pieces per carton. Some sizes of 1/2" and 3/4" Galvanized and Black pipe nipples, from Close to 6" long are packaged into Master Cartons of 300 (12 cartons of 25 each). Any special program rebates or credits will be calculated and applied to full carton quantities ONLY.

**SPECIAL ORDERS:** "Specials" include, but are not limited to, non-stock items, stock items which have been altered to customer's specifications & unusual quantities of standard, stock items. Orders for "specials" are accepted on a NON-CANCELABLE, NON-RETURNABLE basis. In order to fill customer's order requirements, we reserve the right to ship up to 10% over the original quantities ordered, for which the customer will be billed.

**TERMS:** All billing is based on the calendar month. Any special payment terms are listed on the Invoice. On Stainless Steel and Aluminum pipe nipples, terms of 1/2of 1%, 11<sup>th</sup> NET apply. A finance charge of 1-1/2% per month will be applied to past due accounts.

**FREIGHT ALLOWANCE:** All shipments are F.O.B. our factory, Los Angeles, California. Any freight allowance(s) are listed on the Invoice. In cases where the freight cost exceeds the allowance, the difference will be charged to your account and added to the invoice. We reserve the right to control routing and adjust our freight allowance. We accept no responsibility for delays in shipment which are beyond our control. All our products may be combined for the freight allowance. All Package (UPS, etc...) and Parcel Post shipments are subject to a handling charge of \$1.00 per package.

**SHORTAGES, OVERAGES, INCORRECT SHIPMENTS:** All claims for shortages, overages and/or incorrect shipments must be made in writing and submitted no later than ten (10) days after receipt of the shipment, or the claim will be rejected. We reserve the right to either credit the account or ship the item(s) at "No-Charge". The manufacturer shall determine resolution for overages and incorrect shipments on a case-by-case basis.

**RETURNS & CANCELLATIONS:** All stock items, either returned or cancelled, are subject to handling and/or restocking charges. All requests for the return of any product must be made in writing, in advance of return and must include the exact quantity, description, original purchase order number, invoice number, date, and Return Authorization Number. Packaged material must be returned in original cartons and bulk items must be returned in an

orderly manner. Mixed returns will be rejected. Items must be in immediately resalable condition. Return freight must be prepaid. Final amount of credit for returns will be determined after product(s) are received and inspected back in our warehouse.

**LIMITED WARRANTY:** The Edmund A. Gray Company (EAG) warrants, to the original purchaser only, that all products manufactured by us shall be free of defects for a period of one (1) year from original sale date, and any imported products sold by us be free of defects for a period of ninety (90) days from original sale date. Any claims must be made in writing and submitted no later than ten (15) days after discovery of defect, or the claim will be rejected.

If any product shows a failure or defect during the warranty period, EAG, upon receiving written notification from the original purchaser and substantiation that the product in question has been stored, installed, operated and maintained in accordance with recognized practices and industry standards, and is found to be defective after return to us and our examination, will correct the defect by either repair or replacement at no cost to the purchaser. In the event that EAG elects to replace the defective product, EAG will pay up to \$25 (or the original purchase price of the product, whichever is greater) per defective product to a maximum of \$500 per claim or group of claims on each installation project or contract. No charges for labor or consequential damages will be allowed.

This warranty does not apply to products that have been subject to accident, abuse, misuse, unauthorized alteration, acts of nature or improper installation, nor does it apply to work performed on customer's material. All warranties, whether expressed or implied, are made to the original purchaser only, and terminate upon transfer of the material to any other person or entity for any purpose whatsoever. Any corrections made according to the terms herein shall constitute fulfillment of all liabilities of EAG to the original purchaser, with respect to the products, whether based on contract, negligence, strict tort or otherwise.

The foregoing warranty is in lieu of all other warranties, whether express or implied (except to the extent prohibited by applicable law) including, but not limited to warranties of fitness and/or merchantability.

**CONFIDENTIALITY:** This document and any documents transmitted for the purposes of conducting business between your company and Edmund A. Gray Company may contain information that is proprietary to Edmund A. Gray Company and as such, any information contained therein shall not be used for any other purpose other than for which it was transmitted. Any documents and/or information generated and/or transmitted for the purpose of conducting business (including, but not limited to information utilized by the Edmund A. Gray Company in the course of conducting business) shall be maintained in confidence and not disclosed to ANY third party without express prior written consent by an officer of the Edmund A. Gray Company.