

# TERMS & CONDITIONS



21919 20TH AVENUE SE, SUITE 100, BOTHELL, WA 98021 • 1 800 426 9341 • 425 951 6200 • FAX: 425 951 6201

**ACCEPTANCE OF ORDERS:** All orders are subject to the acceptance of Romac Industries, Inc. at the general office, 21919 20th Avenue SE, Suite 100, Bothell, WA 98021. **Additions to orders must be added within two days of the original order, provided the original order has not shipped. Approximate ship date of the original order will be extended appropriate to the addition.**

**CONDITIONS OF SALE:** Changes in the price of items sold by Romac Industries, Inc. may be executed without notice. The minimum amount of any sale will be \$50.00 (fifty) list billing.

**TERMS OF PAYMENT:** Net 30 days. A service charge of 1 1/2% per month will be charged on all past due accounts (equivalent to 18% annually). Purchaser is liable for all legal costs if the account is placed for collection.

**FREIGHT ALLOWANCE:** All sales are F.O.B. manufacturer's point of shipment. Full freight will be prepaid and allowed on all sales shipments of **\$4,000 net price** with the freight carrier to be determined by Romac Industries. For shipments to Alaska and Hawaii, and Canadian shipments to Newfoundland and Labrador, full freight allowance will be **\$4,600 net price**. Freight allowance does not apply to air freight. Freight on all shipments under FFA will be billed directly to the distributor by the freight company. Freight on material that is pulled for rush shipment from a freight allowed order will be the responsibility of the distributor. The balance of the order remains full freight allowed.

**CARRIERS:** Romac reserves the right to determine freight carriers for all shipments.

**DAMAGED MERCHANDISE:** The responsibility for items lost or damaged in transit is that of the buyer. These claims should be filed with the transportation company.

**SHORTAGES:** Shortages on shipments must be reported to Romac within 30 (thirty) calendar days after shipment of material. Failure to report shortages within the 30 calendar days will result in denial of credit.

**SPECIAL ORDER ITEMS:** Products not inventoried, and/or specifically manufactured at customer's request are not subject to any change after work has been started in factory. Confirmation (in the form of an order acknowledgment) will be sent by Romac and constitute the acceptance of the parameters of the product requested. Special order items may not be cancelled or returned.

**CANCELLATIONS:** Material may be cancelled only with the express consent of Romac Industries, Inc. and could be subject to a cancellation fee. This charge will be determined by how far production has progressed and if the material can be utilized by Romac Industries.

**RETURNS:** No returns will be accepted without the written consent of the factory. No returns will be accepted on material returned after one year from date of purchase. **UNAUTHORIZED RETURNS WILL BE REFUSED AND RETURNED TO THE SHIPPER AT THEIR EXPENSE.** Authorized returns are subject to a 25% restocking charge and must be returned freight prepaid. Approved items may be returned within a period of 60 days after the issuance of an RMA. Material must be received in the same condition as originally manufactured in order for a credit to be issued. Return approval for any catalog item will be based upon age of material, on-hand inventory and demand for those items at the time of request. Material must be free of rust and/or any other imperfections which would prevent immediate return to inventory. Any returned material requiring reconditioning will be subject to the following additional charges:

**Bolts:** If bolts are rusty and require rework/replacement, an additional 10% charge will be incurred.

**Gaskets:** If replacement is required, an additional 10% charge will be incurred.

**Finish:** If the finish is damaged and requires sandblasting and recoating, an additional 15% charge will be incurred.

Merchandise returned because of defects in material or workmanship will be at the seller's expense.

Romac Industries reserves the right to decline any return request.

*Terms and Conditions continued on next page*



# TERMS & CONDITIONS

(CONT'D)

**OBsolescence:** No returns will be accepted because of design changes or new products in the company line. Romac Industries, Inc. retains the right to change design without prior notice. Material will be deemed obsolete after one year from date of purchase.

**Specifications:** Specifications, as set forth in all printed matter, are subject to change without notice.

**Suitability:** Since conditions and applications vary to such a large extent throughout the world, the purchaser must determine the suitability of Romac products for each application.

ANY DRAWINGS SUPPLIED FOR SUBMITTAL CONTAIN CONFIDENTIAL PROPRIETARY INFORMATION AND ARE THE PROPERTY OF ROMAC INDUSTRIES, INC. A DRAWING IS TO BE USED ONLY FOR THE PURPOSE FOR WHICH IT IS SUBMITTED AND SHALL NOT HAVE ITS INFORMATION DISCLOSED OR REPRODUCED IN WHOLE OR PART FOR ANY PURPOSE WITHOUT PRIOR WRITTEN PERMISSION FROM ROMAC INDUSTRIES, INC.

**SPECIAL TESTING:** The purchaser shall pay the cost of any special inspection or testing, over and above the standard factory procedure.

**HIGH DENSITY POLYETHYLENE PIPE (HDPE):** HDPE pipe expands and contracts from changes in temperature and/or pressure much more than other piping materials. If you have an application not covered in the HDPE section of this catalog, please contact the Romac engineering department.

**WARRANTY AND LIMITATION OF LIABILITY:** All products manufactured by Romac are warranted to be free from defects in materials and workmanship for a period of two years, unless otherwise noted, provided such products are installed in accordance with the best practices accepted in the trade.

Transmate, Valve Insertion and Alpha products are warranted to be free from defects in materials and workmanship for a period of one year, provided such products are installed, and operated in accordance with the best practices accepted in the trade.

Romac shall not be liable for any loss, damage or injury, direct or consequential, as a result of any of the following: inappropriate product use, pipeline defects or installation not in accordance with the product's installation instructions.

Romac's warranty extends only to parts and products manufactured by Romac; it does not extend to products or parts manufactured by others and incorporated in Romac products except where otherwise noted.

In the event of any breach of Romac's warranty, Romac's only obligations shall be to deliver to the purchaser, without charge, a suitable replacement product, or part, or substitute therefore, or at Romac's option, to issue a credit for the full price of the defective product.

Romac shall not be responsible for any labor charges or any loss, injury or damage whatsoever, including incidental or consequential damages and costs related to removal or installation.

IN NO EVENT SHALL THE PURCHASER HAVE ANY OTHER REMEDY FOR BREACH OF WARRANTY OR FOR BREACH OF ANY OTHER TERM OR CONDITION OF SALE, TORT OR OTHERWISE. NOR SHALL ROMAC BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL OR OTHER DAMAGE, INCURRED BY THE BUYER, ITS CUSTOMERS OR OTHERS AS A RESULT OF THE PURCHASE, RESALE, OR USE OF ANY PRODUCT MANUFACTURED OR SOLD BY ROMAC.

All claims for breach of warranty must be made in writing immediately upon discovery, and sent by registered mail to Romac Industries, Inc. at its home office in Bothell, Washington. Any defective products must be held for Romac's inspection, and returned to Romac promptly upon request.

Any suit on Romac's warranty must be commenced within one (1) year after the cause of the action arises.

ROMAC DOES NOT MAKE ANY WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR PRODUCTS AND/OR PARTS MANUFACTURED OR SOLD BY IT, NOR ANY OTHER WARRANTIES OF ANY KIND, OTHER THAN THE EXPRESSED WARRANTY SET FORTH ABOVE. ANY REFERENCES BY ROMAC TO BUYER'S SPECIFICATIONS OR REQUIREMENTS ARE FOR IDENTIFICATION PURPOSES ONLY AND ARE NOT TO BE CONSTRUED AS A WARRANTY, EXPRESSED OR IMPLIED, OR ANY OTHER UNDERTAKING ON ROMAC'S BEHALF EXCEPT TO THE EXTENT SPECIFICALLY STATED AND IDENTIFIED BY ROMAC AS SUCH IN WRITING.