



TERMS, CONDITIONS OF SALES, WARRANTY

Prices: Prices of the Company's Products are subject to change without notice. Quotations are conditioned upon acceptance within 30 days unless otherwise stated and are subject to correction for typographic or clerical errors. Sales order confirmation will be considered accepted by Buyer if objection is not submitted in writing to Whitehall Customer Service within (1) one week of receipt. The sales order confirmation is the governing document. All prices exclude sales, use, occupation, license, excise and other taxes in respect to manufacture or delivery. Unless a proper exemption certificate is furnished to the Company, all such taxes shall be paid by the Buyer to Company at the time of payment.

Term and Conditions of Payment: Terms of payment are **Net 30 from date of invoice**. Past due accounts will be subject to a 2% per month service charge from the date of the invoice. If any proceedings be instructed by or against Buyer under any bankruptcy or insolvency law, or if Buyer shall fail to make timely payment on this or any other order, or if, in the Company's judgment, Buyers financial situation justifies such action, the Company may, at its election, require payment in advance or cancel the order as to any unshipped item and require payment of its reasonable cancellation charges. If Buyer delays completion of manufacture, the Company may elect to require payment according to percentage of completion. Equipment held for Buyer shall be at Buyer's risk and expense. In all cases, regardless of partial payment, title to the Products shall remain in the Company until payment for the Products (including any notes given therefore) has been made in full. Should legal action be necessary to enforce payment of an unpaid invoice, the Buyer will assume full responsibility for any court costs and reasonable attorney fees. All orders are subject to credit check and approval prior to shipment. **Minimum invoice amount \$100 net.** A \$300 minimum opening order is required on hot and cold pack product lines for new accounts.

Return Goods Authorization: No materials shall be returned without a Return Goods Authorization (RGA) from Whitehall Customer Service. Returns must reference the RGA number and be shipped freight prepaid or the shipment will not be accepted. Credit issued for the return will apply only to future shipments and will be subject to a **35% handling charge**. Any cost associated with restoring product to saleable condition will be deducted from the credit and any outgoing freight charges paid by Whitehall. **Non-stock and custom fabrications are non-returnable.** RGA credit will not be issued for less than \$100.00 unless material is proven defective.

Delivery: Shipments are **F.O.B. Factory**, Industry, California or other designated shipping point determined by Whitehall. **Any shipment or delivery dates quoted by the Company are estimated.** The Company shall be obligated to use reasonable efforts to meet such dates. **The Company will in no event be liable for any delays** in delivery or failure to give notice of delay, or for any other failure to perform hereunder due to causes beyond the reasonable control of the Company. Such causes shall include, but not be limited to acts of God, the elements, acts or omissions of manufacturers or suppliers of the Products or parts thereof, acts or omissions of Buyer or civil and military authori-

ties, fires, labor disputes or any other inability to obtain the Products, parts thereof, or necessary power, labor, materials or supplies. The Company will be entitled to refuse to make, or to delay any shipments of the Products if Buyer shall fail to pay when due any payment owed by it to the Company, whether under this or any other contract between the Company and Buyer. Shipments are normally sent prepay or charge. A \$6.00 surcharge, per package is added to small parcel shipments.

Claims and Shortages: F.O.B. factory shipments are the full responsibility of the Buyer. Losses or damages must be reported to the carrier immediately. Whitehall will file freight claims on FFA orders if the Buyer complies with the following within (5) five days of receipt of shipment:; inspect shipment immediately, have delivering carrier inspect shipment, file inspection report with carrier, and send a copy to Whitehall. No claim for failure to receive shipment or shortage will be honored unless Whitehall is notified immediately upon receipt of invoice or within five working days of receipt of shipment, whichever is sooner.

Specifications: Approved submittals must be provided to Whitehall Manufacturing Company in writing before an order will be considered accepted. All products are subject to change without notice. Unless stated in the purchase order, material will be furnished per the design in effect at the time the order is filled. Field dimensions must be submitted in writing and are the full responsibility of the Buyer. Changes in specifications or cancellations must be submitted in writing to Whitehall for review, the Buyer will be subject to charges incurred due to the extent of the change or cancellation. **Non-stock and custom fabrications are not subject to cancellation.**

Limited Warranty

Whitehall Manufacturing Company warrants that its **products are free from defects in material or workmanship under normal use and service for a period of one year from date of shipment. Whitehall's liability under this warranty shall be discharged solely by replacement or repair of defective material, provided Whitehall is notified in writing within one year from date of shipment, F.O.B. Industry, California.**

This warranty does not cover installation or labor charges, and does not apply to materials which have been damaged by other causes such as mishandling or improper care or abnormal use. The repair or replacement of the defective materials shall constitute the sole remedy of the Buyer and the sole remedy of Whitehall under this warranty. Whitehall shall not be liable under any circumstances for incidental, consequential or direct charges caused by defects in the materials, or any delay in the repair or replacement thereof. This warranty is in lieu of all other warranties expressed or implied. Product maintenance instructions are issued with each fixture, and disregard or non-compliance with these instructions will constitute an abnormal use condition and void the warranty. Stainless steel must be protected on jobsites during construction and must be properly maintained after the water has been introduced into the fixture, or Whitehall's limited warranty is void. If you have any questions or require technical assistance, please call 800-743-8219.

Revised September 2008

Whitehall reserves the right to change designs, dimensions, and products without notice.