

TERMS AND WARRANTIES

WHOLESALE DISCOUNT:

Contact MIFAB[®] or your local representative for your applicable discount structure.

FREIGHT ALLOWANCE: Ex Works, MIFAB's Chicago, Illinois Factory or Manufacturer Representative's warehouse with full motor freight allowed on shipments of \$3,500.00 Net or more, within the continental U.S.A. and Canada, except Alaska, Hawaii and Puerto Rico. MIFAB reserves the right to choose the carrier and route of shipment. Alaska: Ex Works, Seattle, WA. Hawaii: Freight allowed on shipments of \$3,500.00 or more only when shipped from West Coast, U.S. Puerto Rico: Ex Works, Miami, Florida. There is no allowance for United Parcel Service, Federal Express or Shipment by air service. Full motor freight is allowed on shipments of \$3,500.00 Net or more, within the continental U.S.A. and Canada for any combination of BEECO, Counterline, No Hub Coupling, Trench Drain, Access Door and Trap Seal Primer products. Shipping dates are estimates and time of delivery is not the essence of the sale of the contract. Therefore, under no circumstances will MIFAB[®] have any responsibility on account of any delays in manufacture, transportation, or otherwise. Additional freight services such as construction site delivery, lift gate delivery service, re-consigned freight or notification charges, are not included in full freight allowance terms, and will result in additional freight charges.

QUOTATION TERMS: List Price and discount protected for 30 days from date issued by MIFAB[®]. Orders received within this period must be released for shipment within 30 days from date of purchase order, otherwise, prices will be those that are in effect at the time of shipment.

PAYMENT TERMS: Terms of payment are Net 30 days from the date of the invoice. All pricing in United States currency except for sales to Canadian customers which are priced in Canadian dollars. The Buyer shall pay all sales, consumers, and / or any other applicable taxes. 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 MIFAB's judgment, Buyer's financial situation justifies such action, MIFAB[®] 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, MIFAB[®] 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 with MIFAB[®] 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 subject to credit check and approval prior to shipment. Confirmed irrevocable letter of credit or cash in advance of shipment is required for accounts without an established line of credit. Minimum invoice amount is \$100.00. MIFAB[®] reserves the right to apply a minimum order charge to equal \$100.00. MIFAB's Accounting Department must be notified of potential pricing errors within 30 days of the invoice date. Any terms and conditions stated on Buyer's orders which are inconsistent with MIFAB's quotation and Terms and Warranties shall be of no effect.

RETURNED GOODS RESTOCKING CHARGE: Standard product may be returned within a one year period only with written permission from MIFAB[®]. All products in catalog are not considered Standard. Standard product to be determined by MIFAB[®]. Returned goods are subject to a 25% restocking charge, plus cost of reconditioning, if necessary, to make material saleable. Material must be returned to MIFAB[®] freight prepaid only after written permission from MIFAB[®] to accept the returned material. Buyer must provide copy of the original invoice on which the material was charged. The original outgoing freight cost to ship the order will be deducted from the credit. Credit allowance will be in the form of merchandise credit only-not cash credit which must be used within 12 months of the date of issue. The value of a return must total \$100.00 to qualify for credit allowance. Galvanized and acid resistant epoxy coated material will be credited to value of cast iron, and chrome plated at value of nickel bronze. No credit will be allowed for auxiliary tapings, discontinued, or made to order items. Products designated non stock and / or that have been specially made (require a sign off drawing by MIFAB[®]) are not subject to return or cancellation.

LIMITED WARRANTY: MIFAB[®] warrants each product against defects in material and workmanship for a period of one year from the date of original shipment. In the event of such defects within the warranty period, MIFAB[®] will, at its option, replace or recondition the product without charge. This shall constitute the exclusive remedy for breach of warranty, and MIFAB[®] shall not be responsible for any incidental or consequential damages, including, without limitation, damages or other costs resulting from labor charges, delays, vandalism, negligence, fouling caused by foreign material, damage from adverse water conditions, chemicals, or any other circumstances over which MIFAB[®] has no control. This warranty shall be invalidated by any abuse, misuse, misapplication or improper installation of the product.

MIFAB[®] MAKES NO OTHER WARRANTIES EXPRESSED OR IMPLIED AS PROVIDED IN THIS LIMITED WARRANTY.

ILLUSTRATIONS OR TYPICAL INSTALLATIONS: The typical installations for various products in each product section are intended to illustrate the products and their options. Under no circumstances are they to be construed as recommended installation procedures. Consult local codes and project specifications for proper installation instructions.

ALL SALES SUBJECT TO MIFAB's TERMS AND WARRANTIES.

NOTE: Prices and terms are subject to change without notice and supersede all previous quotations. The right is reserved to change or modify product design or construction without prior notice and without incurring any obligation to make similar changes and modifications to product previously or subsequently sold. Contact MIFAB[®] for any clarification.

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