



# *TERMS & CONDITIONS*

## *SELLING POLICY*

The possession of this catalog and or price lists by any person is not to be construed as an offer to sell him or anyone, the items listed herein at the price indicated. We reserve the right to limit quantities and accept all orders subject to our ability to fill.

We will acknowledge the receipt of your order; however, our acknowledgment does not constitute an agreement to fulfill or ship same in any specified time or at prices other than those in effect at the time of shipment or to fulfill same on items or products not in production. Our conditions and terms of sale are per the current price list at the time of the sale and no waiver, alteration or modification of these terms and conditions whether on buyer's purchase order or otherwise shall be valid unless the waiver, alteration or modification is specifically accepted in writing and signed by an authorized representative of Seller.

## *CANCELLATIONS*

Orders accepted by Seller cannot be countermanded, cancelled, changed, or deliveries deferred except with the Seller's consent and upon terms that will indemnify Seller against loss.

## *RETURNED GOODS*

We reserve the right to refuse acceptance of material returned without our written permission. Transportation charges must be prepaid on return shipments and our acceptance of same is subject to a 20% charge for rehandling plus any outgoing freight charges and any costs to put material into saleable condition. We reserve the right to issue merchandise credits for returned materials.

## *TERMS OF PAYMENT*

2% cash discount, if paid within 10 days of invoice date. A service charge of 1 1/2% per month will be charged on past due accounts beyond 30 days from date of invoice.

## *FREIGHT TERMS*

Freight allowance for factory shipments only on protected through rates from origin to destination. No allowance on UPS, parcel post, or air shipments. If requested to ship other than our choice, any additional freight charges incurred must be borne by customer.

Claim for shortage must be made within 20 days after receipt of shipment. Any shortage or damage should be noted on B/L or transport receipt when signing. Our proof of shortage is by weight of shipment and shortage claims are subject to such weight.

Broken boxes and parcel shipments are subject to a handling fee.

## *DESIGN*

American Valve reserves the right to change design, specification, or materials without notice, due to a research and development program of continuous product improvement and reserves all rights to label products covered hereunder with appropriate directions or warnings as may be required in its opinion.

## *ILLUSTRATIONS*

Catalog illustrations are representations of a certain size of each product line but do not necessarily represent all sizes in all details. We reserve the right to institute changes in materials, designs, and specifications, without notice in keeping with our policy on continuing product improvement.

## *WEIGHTS*

Weights in catalogs, price schedules, quotations, and acknowledgements of all orders are approximate and in no sense guaranteed. They represent the average weight of products as made from patterns in use at time weights were compiled.