

Conditions and Terms of Sale

ORDERS: Must be in writing with shipping address including zip code, jobsite contact and phone number.

PRICES: FOB shipping point or as specified. All prices subject to change without notice. All applicable taxes are excluded and will be added to invoice(s) unless valid resale certificate is on file at the time of order.

TERMS: Net 30 days (discounts may apply). A monthly service charge of 1½% will be added to all past due accounts.

DELIVERY AND SHIPMENTS:

1. Dates are estimated only and unless otherwise noted are figured from date of receipt of technical data and/or approved drawings. Weil Aquatronics is not liable for any delay in shipping or delivery of merchandise due to causes beyond our control.
2. Liquidated damages or "time is of the essence" clauses are not acceptable unless specifically agreed to in writing before order is placed.
3. Orders may be canceled only with our written consent, and upon payment of reasonable and proper cancellation charges.
4. Goods may be returned only when specifically authorized. Buyer will be charged a handling fee and, when necessary, an additional charge for placing returned goods in saleable condition. All freight charges involved in a return or exchange are the responsibility of the Buyer.
5. Shipment claims are to be made by the Consignee (receiver of goods) to the Carrier (common freight carrier) immediately following receipt of goods. Weil Aquatronics is not responsible for breakage, damage (concealed or otherwise), delay, or shortage after goods are delivered to the Carrier.
6. A reasonable period of time after delivery (not to exceed fourteen (14) days), and prior to installation, shall be allowed purchaser to determine whether the goods conform to order. Thereafter the goods shall be deemed to conform to order and be accepted. *Weil Aquatronics will not exchange nor replace any non-conforming equipment after it has been installed.*
7. Weil Aquatronics will not assume liability for damage or delay caused by defective material. No allowance will be made for cost of repairs made in the field without our prior written authorization.
8. No waiver of lien will be signed by Seller for material furnished, or to be furnished, on the foregoing order until material is paid for in full.
9. The purchaser agrees to reimburse Weil Aquatronics for collection costs or legal costs and reasonable attorney's fees if litigation is required to effect collection. VENUE FOR LITIGATION SHALL BE LOS ANGELES COUNTY, CALIFORNIA.

WARRANTY:

Warranty coverage begins on the date of shipment from manufacturer. While items not manufactured by or for Weil Aquatronics, Inc. may be covered by express or implied warranty of their manufacturer, Weil Aquatronics, Inc. makes no warranty, neither express nor implied, on these products.

Weil Aquatronics, Inc. will not be responsible for any freight, handling, removal, or reinstallation charges on items returned for repair or replacement under warranty.