

# ***Weil Aquatronics***

## **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.

**TERMS:** Net 30 days subject to credit approval (discounts may apply). A monthly service charge of 2% will be added to all past due accounts.

### **DELIVERY AND SHIPMENTS:**

- 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. Liquidated damages or "time is of the essence" clauses are not acceptable unless specifically agreed to in writing before order is placed.
- Orders may be cancelled only with our written consent, and upon payment of reasonable and proper cancellation charges.
- 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.
- 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.
- A reasonable period of time after delivery (not to exceed ten (10) 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 or replace any non-conforming equipment after it has been installed.*
- 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. Seller will sign no waiver of lien for material furnished, or to be furnished, on the foregoing order until material is paid for in full.
- 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 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, either express or 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.



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**RE: California Proposition 65**

Dear Valued Customer,

California Title 27, Article 6, also referred to as "Proposition 65," requires that manufacturers notify customers of products containing any chemicals known to the state of California to cause cancer or reproductive harm. While the level of exposure to hazardous chemicals in the products sold by Weil Aquatronics, may be negligible, or below the "no significant risk" levels, we have requested that all our manufacturers provide compliant labelling for their products. This label can appear on the product itself or in the Operation & Maintenance manual. This notice also serves as Weil Aquatronics' acknowledgement that our products contain or are manufactured using some of the chemicals on the Prop 65 list. For more information or for notices from specific manufacturers, please contact our office.

Thank you,

Weil Aquatronics