



## Trade Customs



**PRICES:** Possession of our price sheet by any person is not to be construed as an offer to sell to him or anyone else the goods listed herein at the prices stated. All prices are in US dollars and cents. All prices subject to change without notice.

**TERMS:** NET 30 DAYS, unless otherwise specified. A service charge may be added to all past due accounts.

**TAXES:** Any manufacturer's or sales tax applicable thereto will be added to the prices and terms at our option. Tax exemptions must be certified. If certification previously accepted is not recognized by the government taxing agent or authority and Fab Pipe Inc. is required to pay the tax covered by such exemption certificates, then the buyer agrees to promptly reimburse Fab Pipe Inc. for the taxes paid.

**FREIGHT:** All prices FOB Rogers, MN unless otherwise specified and are subject to change without notice. Any increase in transportation rates or any changes in routing which results in increased transportation costs shall be paid by the purchaser.

**FREIGHT CLAIMS:** Our responsibility ceases upon delivery to the transportation company. Any claims resulting from shortage or damage occurring prior to delivery must be made in writing within 5 days after receipt of goods with the original transportation bill signed by the carrier noting that carrier received the goods from our company in the condition claimed. Otherwise claims for lost or damaged goods should be made to the transportation company.

**ACCEPTANCE:** Orders are subject to acceptance by an authorized sales agent of our company at our general office in Rogers, MN. Accepted orders shall constitute the complete transaction between us, subject to and incorporating therein the terms of sale herein contained. Any inconsistent provisions contained in purchaser's order shall not apply. No terms or conditions, other than those stated above, and no agreement or understanding oral or written in any way purporting to modify these terms and conditions, whether contained in Buyer's purchase orders or shipping release forms or elsewhere, shall be binding on Fab Pipe Inc. unless hereafter made in writing and signed by Fab Pipe Inc.'s authorized representative.

**CANCELLATIONS:** Orders are not subject to cancellation without our written consent. If an order shall be cancelled, the purchaser shall pay all costs as we may specify.

**ORDERS:** Although Fab Pipe Inc. will make every effort to make delivery within the time specified, any delay in meeting shipping schedules will not make us liable for damages of any kind, liquidated or unliquidated, including damages for loss of use. Any deferred delivery request by purchaser shall be subject to Fab Pipe Inc.'s written approval. Fab Pipe Inc. may charge the purchaser for any completed portion of the order and to warehouse all completed goods at purchaser's expense and risk of loss. Fab Pipe Inc. reserves the right to re-negotiate prices and delivery schedules of any incompleting orders occasioned by purchaser's deferred delivery request.

**RETURNS:** Material may not be returned without our written permission. When authorized, return freight must be prepaid. After inspection, a minimum 25% handling charge will be assessed plus any costs required to put product in like-new condition. Credit will be issued to purchaser's account toward purchase of additional material only. Fabricated pipe is made to order and is not subject to return.

**LIMITED WARRANTY:** Material and workmanship on all products manufactured by our company are warranted for one year after delivery. If any goods are found defective, then upon written notice and return of same within one year our company will, at our sole option, replace the defective product, repair the defective product or refund the price paid for the product. No claims for labor or expense required to replace defective goods or repair damages occasioned by them will be allowed. Our company will not be responsible for incidental and inconsequential damages including, but not limited to, damages relating to delays, lost profits, inspection, transportation or back charges. The measure of damage is the price of defective goods only. Any modification of our products after delivery not authorized in writing by us shall void this warranty entirely.

This warranty is extended to the original purchase of products manufactured by Fab Pipe Inc. There are no warranties which extend beyond the description on the face hereof, that is there is no warranty of merchantability and there is no warranty of fitness for a particular purpose. We neither assume nor authorize any other person to assume for us any other liability in the connection with the sale of our products.

**CONTROLLING LAW:** All rights and obligations hereunder shall be governed by the laws of the State of Minnesota. Any claim arising hereunder shall be tried in the courts of Minnesota.

## Fab pipe inc.



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