

Terms and Conditions

Terms: Net thirty (30) days from date of invoice, unless otherwise stated.

Prices: All prices are F.O.B. Sellers plant Hamilton, Ohio or Service Center and do not include any applicable Federal, State, Local Sales or Excise Taxes or other surcharges unless otherwise specifically indicated.

Payments: Remittances should be made to Valvsys, LLC 2 Rowe Court, Hamilton, Ohio 45015 (hereinafter referred to as Seller) unless otherwise stated. If the financial condition or credit of the Buyer at any time shall, in the judgment of the Seller, not warrant shipment of products ordered, the Seller may at its option require full payment prior to shipment or refuse to ship and terminate any order outstanding without liability to Buyer.

Design: The Seller or the Seller's manufacturers reserve the right to make design improvements without notice.

Technical or Other Assistance: Any Information or assistance, which may be given by Seller to Buyer, is based on our experience and judgment, but no warranty, expressed or implied is made as to the information or assistance.

Warranty: The Seller warrants its product against defects in material or workmanship, when used on those services approved by the Seller, for a period of two (2) years from the date of original shipment. The Seller's liability under this warranty shall be limited to repair or replacement at Seller's option of such defective products. F.O.B. factory, upon proof of defect satisfactory to Seller. Seller shall have no further liability for damages of any kind, including but not limited to personal Injuries and property damage, resulting from use of Seller's product. This warranty is expressly in lieu of all other warranties, either expressed or implied, including any implied warranty or merchantability or fitness for any particular purpose.

Disclaimer: Due to continuous product improvements, the Seller reserves the right to modify or change design without incurring any liability to furnish or install such modifications or changes on products previously or subsequently sold.

Returns: No goods may be returned without Seller's or Seller's manufacturers written permission. Seller assumes no responsibility for return shipments made without permission. In issuing credit for such shipments, Seller reserves the right to deduct a minimum handling charge of 15%.

Claims: All claims for corrections or deductions must be made within ten (10) days after delivery of goods.

Cancellations: The Buyer may cancel upon the written consent of the Seller, or Seller's manufacturers but the Seller is entitled to reasonable cancellation charges including but not limited to labor expended, materials obtained or expended, and reasonable overhead expenses.

Shipment and Delivery: Shipment dates are based on the Seller's best estimate only. The Seller will exercise his best efforts to ship on schedule, but shall not be liable for any damages or loss caused by any delay in delivery, including but not limited to delay caused by strikes, floods, fires, accidents, inability to obtain sufficient materials or products from suppliers, inability to obtain sufficient labor, or any legislative, administrative or executive law, order, or requisition for the Federal Government of the United States or any State or Municipal Government or any subdivision, department or office thereof. The responsibility for goods lost or damaged in transit rests with the carrier.

Modification or Addition of Terms and Conditions: No modification of, addition to, or waiver of any of the terms and conditions stated herein shall be binding upon the Seller, except by the written consent of an authorized officer of the Seller.

Acceptance: Any order by Buyer placed pursuant to a quotation is subject to acceptance and acknowledgment by Seller or the Seller's manufacturers. If Buyer accepts any portion of the merchandise ordered, he will be deemed to have assented to the terms and conditions stated herein.