

# TERMS & CONDITIONS of SALE

## Terms

**30 Days Net** for "Open Credit" accounts.

**Credit Cards:** Outwater accepts Company and Personal checks, VISA, MasterCard and American Express. Our fee for a check returned, for any reason, is \$20.00. Outwater reserves the right to charge 1.1/2% per month service charge on past due accounts for any customer who exceeds terms of 30 Days Net. Minimum annual purchases of \$500 are required to maintain Open Credit status.

## New Accounts

All new accounts shall be shipped C.O.D.

Open Account Status shall be given to customers satisfying all of the following requirements:

- a) Active C.O.D. status for six months (12 months for new businesses),
- b) Purchases of at least \$1,000 of Outwater merchandise, and
- c) Completion and satisfactory evaluation of Credit Application.

## Orders

Orders are accepted with the understanding that they will be billed at the price in effect at the date of the order.

## Substitutions

Outwater reserves the right to substitute merchandise with "equal or better" material.

## Special Order "Non Stocked" Merchandise

- A deposit of one-half (50%) is required when ordering Non-Stocked items.
- Cancellation of Non-Stocked items, already ordered, is not permitted, and must be paid for in full.
- Special Order Non-Stocked items are not returnable.
- Outwater shall be the sole judge as to whether an item is "Stocked" or "Non-Stocked". Although an item may be listed in this catalog, it shall not be construed as being a stocked item. Please inquire at the time of the order.

## Prices

Prices are quoted in U.S. Currency and are subject to change without notice. Invoices are payable in U.S. Currency. Any quotations or special conditions are priced assuming immediate shipment unless a definite time period is stated and followed up in writing at the time of the quotation.

## Minimum Order

**No Orders will be accepted with a merchandise value under \$35.00.**

## Taxes

Taxes imposed by any present or future law of federal, state, county, or municipal authority on the sale of the articles purchased, are required to be paid by the Buyer. Taxes are not included in the price of goods, and shall be added to the purchase price and shown on the invoice. Buyer shall furnish evidence of exemption, and have compliance documents on file with Outwater, whenever applicable.

## Shipping and Handling Charges

### Outwater Truck Delivery Area:

Deliveries less than \$300.00 will incur a \$7.00 Delivery Charge  
(Subject to change up or down according to gasoline prices)  
Deliveries over \$300.00 incur no delivery charges

### Deliveries Outside the Delivery Service Area:

Customer will pay all normal and customary freight charges.  
All goods are shipped and invoiced F.O.B. Lincoln Park, N.J.  
Unless otherwise specified, Outwater will use its best judgement in determining delivery by UPS (United Parcel Service), FedEx or Common Carrier.

### Additional Charges:

UPS Rate for COD delivery charge. Currently \$8.50 per package.  
(NOTE: Credit card pre-payments can eliminate this charge.)  
UPS Rate for "Oversized" and/or "Additional Handling Charges"  
Outwater Charge for cardboard shipping tube = \$5.00 per shipment  
Outwater Charge for any "special packaging" or "special cutting" requirements.

## Claims for Damaged Merchandise Shipped via Common Carrier

Concealed damage can occur from rough handling by Outside Carriers. Outwater is not responsible for damage due to improper handling. This damage is the responsibility of the Carrier and reimbursement should be collected by the Buyer directly from the Carrier. If damage is found upon unpacking the shipment, call the delivering Carrier and ask for an inspection of the concealed damage. The Carrier will inspect the damage and furnish the proper forms for the claim. Do not return damaged merchandise to Outwater. The Carrier is responsible for safe shipment after merchandise is picked up at our location in Lincoln Park, NJ. ***If damaged merchandise is returned to us, no claim can be filed.***

## Claims for Damaged Merchandise Shipped via UPS

Concealed damage can occur from rough handling by UPS (United Parcel Service). Outwater is not responsible for damage due to improper handling. If, however, you do receive damaged merchandise within the carton, or a shortage that you suspect is due to a broken package, **DO NOT DESTROY THE ORIGINAL PACKAGING -- this is vital for satisfying the final claim.** Immediately telephone Outwater and we will arrange for inspection by UPS at your facility.

## Shortages

Immediately upon the receipt of goods, Buyer shall have the responsibility of inspecting the merchandise received. Any discrepancy between goods received and shipping documents must be brought to Outwater's attention within 5 days after the receipt of goods or the claim will be deemed invalid.

## Return Policy

NO RETURN OF MERCHANDISE WILL BE ACCEPTED WITHOUT PRIOR PERMISSION, and WITHOUT A RETURN GOODS AUTHORIZATION (RGA) NUMBER WITH YELLOW RETURN LABEL issued directly from Outwater. Outwater will mail you a yellow RGA label with instructions and procedures on returning merchandise.

If merchandise is returned to Outwater without an RGA, it will be refused and returned to the Buyer at their expense. With an official RGA, a return will be accepted (pending the conditions stated below) for either a merchandise exchange or for credit against future purchases. No refunds will be issued.

Special Order Non Stocked merchandise, as indicated earlier, is not returnable.

### All Authorized Returns shall abide by the following conditions:

- a) A request to return merchandise must be made within 30 days of the Invoice Date.
- b) The return must have a value greater than \$20.00.
- c) The order will be subject to a 25% restocking charge.
- d) All returns must be returned to Outwater within 30 days after the issuance of the Return Goods Authorization (RGA).  
The Return Goods Authorization is void after 30 days of issue.
- e) MOST IMPORTANT: All returned goods must be in "like-new" resalable condition and in their original packaging.

