

TERMS & CONDITIONS of SALE

Terms

30 Days Net for "Open Credit" accounts. Minimum annual purchases of \$500 are required to maintain Open Credit status. Accounts that do not comply with our terms may be changed from Open Account Status.

Credit Cards: Outwater accepts Company and Personal checks, VISA, Master Card 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.

New Accounts

All new accounts and inactive accounts for the past 12 months shall be shipped COD. The use of credit cards is recommended and will increase efficiency and eliminate COD charges on UPS or similar shipments.

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

- Active COD status for approximately six months, and
- Purchases equalling \$500, and
- Completion and satisfactory evaluation of Credit Application.

Credit Card and Open Account Applications can be found in the back of this catalog or on our web site.

Substitutions

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

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 your order.

Prices

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

Prices are quoted in US Currency and are subject to change without notice. Invoices are payable in US 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.

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

All goods are shipped and invoiced F.O.B. Lincoln Park, New Jersey

Outwater reserves the right to determine the most efficient means of delivery, and assumes no liabilities for the time of delivery.

For Outwater Truck deliveries within specified zones:

Invoiced deliveries less than \$300.00 will incur an \$8.00 Delivery Charge. (Subject to changes in fuel prices.)

Invoiced deliveries over \$300.00 will incur No Delivery Charge.

For Private Freight Carriers (UPS, FedEx, USPS, Truck Companies):

Customer will pay all normal and customary freight charges, as specified by the freight carrier, according to weight and service-level desired.

A \$1.50 packaging charge will be added to this trucking cost.

Unless otherwise specified, Outwater will use its best judgement in determining the most efficient delivery method, although package size and weight may require a specific carrier to be used.

The Following Additional Freight Charges May Apply:

- \$5.00 cardboard shipping tube,
- "Special packaging" or material "Cutting charge",
- \$10.00+ per package COD delivery charge when shipping UPS, FedEx, etc. (Credit card pre-payment or Open Account customers can eliminate this charge).
- "Oversized" and/or "Additional Handling" Charges may be applied by UPS, FedEx, etc.
UPS oversized charges will be added when:
 - Package exceeds 150 lbs.,
 - Package exceeds 108" in length, and/or,
 - Package exceeds 165" in length and girth combined.

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, since it must be inspected on premises.*

Claims for Damaged Merchandise Shipped via UPS, FedEx, etc.

Concealed damage can occur from rough handling by private service carriers. 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 the freight carrier to arrange for inspection by UPS, FedEx, etc. 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 7 days after the receipt of goods or the claim will be deemed invalid. ALL CLAIMS must be made in writing and mailed or Faxed to Outwater within this 7 day time period.

Returns Policy

NO RETURN OF MERCHANDISE WILL BE ACCEPTED WITHOUT PRIOR PERMISSION, and WITHOUT A RETURN GOODS AUTHORIZATION (RGA) NUMBER issued directly from the customer service department. 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 must meet all the following conditions:

- You must request merchandise to be returned within 30 days of the Invoice Date.
- Each "line item" returned must have a value greater than \$20.00.
- Each return is subject to a 25% restocking charge.
- All returns must be received at Outwater within 30 days after the issuance of the Return Goods Authorization (RGA).
The Return Goods Authorization is void after 30 days of issue.
- MOST IMPORTANT:** All returned goods must be in "brand-new" condition and in its original packaging for easy resale to another customer.

Returns Procedure

- Telephone "Sales" for an authorization to return merchandise.
- If you are a regular Outwater "Truck Delivery" customer, a pick up will be made at the time of your next delivery.
- If you are outside our normal truck delivery zone, please clearly write the RGA number on the outside of the package when you return your merchandise to Outwater. If Outwater is in error, we will issue an "electronic" call tag and the shipper will pick up your material at their earliest convenience.
Please mark the RGA number on all boxes that are returned. Your RGA number is the only way to identify the package upon its return to Outwater. Returned items should be packed securely.
- Once the merchandise is received and inspected, if all of the aforementioned requirements are satisfied, a credit will be issued to your account.
- COD Customers Only.** If you are exchanging returned material for new goods, you are required to pay for the second shipment whenever the "to-be-returned" merchandise is not received at our facility prior to the shipment of the new goods. A credit will be issued or check sent when material is received and inspected.



132 Beaver Brook Road
Lincoln Park, New Jersey 07035

TERMS & CONDITIONS of SALE (cont.)

Recognition of Wholesale Distributor Status, Liability Limitation and Buyer's Remedies

Outwater does not manufacture the material it sells. Therefore, we assume no liability for material we sell, and make no representations or warranties, either written, oral, expressed, implied, or statutory with respect to the materials purchased by Customer. The Customer's sole and exclusive remedy shall be the repair or replacement of defective goods provided by the manufacturer in accordance with the manufacturer's warranty, or the credit of the purchase price to the customer's account, up to the maximum amount of the purchase price.

All specifications have been obtained from the product manufacturers for Customers convenience only. Outwater does not assume responsibility for the accuracy of information provided by the manufacturer. Alteration of the original material, failure to follow instructions, or failure to follow generally accepted installation or fabricating practices will void any manufacturer's warranty and no credit will be issued. Customer waives all claims against Outwater relating to defective material.

If Customer use results in damage or harm to the person or property of Customer, or others, Customer agrees to indemnify and hold Outwater harmless for all liability whether arising out of contract, tort, or other grounds. Customer also agrees to indemnify and hold Outwater harmless from all costs and expenses (including attorneys' fees) incurred by Customer in enforcing any of the provisions of these Terms and Conditions, or in defending itself. If Customer initiates a legal action against Outwater, and Customer does not prevail, Customer will indemnify Outwater for all costs and expenses (including attorneys' fees) incurred by Outwater to defend itself.

In no event, regardless of cause and regardless of whether any other remedy provided herein fails, shall Outwater be liable for any indirect, special, incidental or consequential damages, including loss of profits or revenue, loss of goods and related goods, damage or injury to the person or property of Customer, or claims by third parties for such damage. The maximum liability of Outwater shall be limited to the purchase price

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