

**EDMUND A. GRAY COMPANY, Inc.**  
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# **POLICIES AND CONDITIONS OF SALE**

*revised October 2018*

**STEEL, BRASS, PLASTIC, STAINLESS & ALUMINUM PIPE NIPPLES**  
**MALLEABLE IRON, BRONZE, STAINLESS, MERCHANT STEEL & COPPER PIPE FITTINGS**

The following Policies and Conditions of Sale are designed and written in the spirit of fairness to all who are party to various transactions (Purchase Orders, Sales Orders, Shipments, Invoices, etc...) with the Edmund A. Gray Company (hereafter, EAGray). From time-to-time we receive Policies and/or Terms & Conditions from individual customers. While we will attempt to comply with our customers' wishes, in instances where a conflict occurs between our Policies and Conditions of Sale and theirs, the Policies and Conditions of Sale herein supersede any and all others in regards to any transaction(s) in question.

**PRICING:** Prices are effective on the date(s) published at the time of shipment, supersede all previous quotations and are subject to change without notice. Orders are subject to the prices in effect at the time of shipment and to the availability of material, whether or not orders bear any prices. Our minimum order charge is \$25.00 NET, not including any freight charges.

**CARTON QUANTITIES:** We reserve the right to adjust quantities ordered to the next highest standard carton or master carton quantity. Industry standard individual carton quantity for most pipe nipples is twenty-five (25) pieces per carton (50 for certain PVC items). Any special program rebates or credits MAY be calculated and applied to full carton quantities ONLY. Furthermore, EAGray reserves the right to apply up to a 10% surcharge to the price of any product(s) purchased in less than carton quantities.

**SPECIAL ORDERS:** "Specials" include, but are not limited to, non-stock items, stock items which have been altered to customer's specifications & unusual quantities of standard, stock items. Orders for "specials" are accepted on a NON-CANCELABLE, NON-RETURNABLE basis. In order to fill customer's order requirements, we reserve the right to ship up to 10% over the original quantities ordered, for which the customer will be billed.

**TERMS:** All billing is based on the calendar month. Any special payment terms are listed on both the Sales Order and the Invoice. A finance charge of 1-1/2% per month may be applied to any/all past due accounts.

**FREIGHT ALLOWANCE:** All shipments are F.O.B. our factory, Los Angeles, California. Any freight allowance(s) will be listed on the Invoice. In cases where the freight cost exceeds the allowance, the difference will be charged to your account and added to the invoice. We reserve the right to control routing and adjust our freight allowance. We accept no responsibility for delays in shipment which are beyond our control. All our products may be combined for the freight allowance. All Package (UPS, FEDEX, etc...) and Parcel Post shipments are subject to a nominal handling charge.

**SHORTAGES, OVERAGES, INCORRECT SHIPMENTS:** All claims for shortages, overages and/or incorrect shipments must be made in writing and submitted no later than ten (10) days after receipt of the shipment, or the claim may be rejected. We reserve the right to either credit the account or ship the item(s) at "No-Charge." EAGray shall determine the resolution for overages and incorrect shipments on a case-by-case basis.

**RETURNS & CANCELLATIONS:** All items either returned or cancelled, are subject to return/restocking charges. All requests for the return of any product must be made in writing, in advance of return and must include the exact quantity, description, original purchase order number, invoice number, date, and Return Authorization Number, or return may be rejected, or restock charge may be increased. Packaged material must be returned in original cartons and bulk items must be returned in an orderly manner. Mixed or badly packaged returns will be rejected. Items must be in immediately resalable condition.

Return freight must be prepaid. Final amount of credit for returns will be determined after product(s) are received and inspected back in the EAGray warehouse. Any exceptions to this are entirely at the discretion of EAGray and will be handled on a case-by-case basis.

EAGray reserves the right to cancel backorders based on (but not limited to) changes in supplier pricing and/or product availability.

**LIMITED WARRANTY:** EAGray warrants, to the original purchaser only, that all products manufactured by us shall be free of defects (resulting from the manufacturing process) for a period of one (1) year from original sale date, and any products sold by us be free of defects for a period of ninety (90) days from original sale date. Any claims must be made in writing and submitted no later than ten (10) days after discovery of defect, or the claim may be rejected.

If any product shows a failure or defect during the warranty period, EAGray, upon receiving written notification from the original purchaser and substantiation that the product in question had been stored, installed, operated and maintained in accordance with recognized practices and industry standards, and is found to be defective after return to us, subsequent to our examination, will correct the defect, by either repair or replacement, at no cost to the purchaser. In the event that EAGray elects to replace defective product, EAGray will pay up to \$25 (or the original purchase price of the product, whichever is greater) per defective product to a maximum of \$500 per claim or group of claims on each installation project or contract. No additional charges for labor or consequential damages will be allowed or paid.

This warranty does not apply to products that have been subject to accident, abuse, misuse, alteration, acts of nature or improper installation, nor does it apply to work performed on customer's material. All warranties, whether expressed or implied, are made to the original purchaser only, and terminate upon transfer of the material to any other person or entity for any purpose whatsoever. Any corrections made, according to the terms herein, shall constitute fulfillment of all liabilities of EAGray to the original purchaser, with respect to the products, whether based on contract, negligence, strict tort or otherwise.

The foregoing warranty is in lieu of all other warranties, whether express or implied (except to the extent prohibited by applicable law) including, but not limited to, warranties of fitness and/or merchantability.

**CONFIDENTIALITY:** This document and any documents transmitted for the purposes of conducting business between your company and EAGray, may contain information that is proprietary to EAGray and, as such, any information contained therein shall not be used for any other purpose other than for which it was transmitted. Any documents and/or information generated and/or transmitted for the purpose of conducting business (including, but not limited to information utilized by EAGray in the course of conducting business) shall be maintained in confidence and not disclosed to ANY third party without express, prior written consent by an officer of the Edmund A. Gray Company.

Please address any questions or clarifications regarding this document to [info@eagray.com](mailto:info@eagray.com), or by calling our offices at (213) 625-2723.