



Standard Terms & Conditions of Sale

January 2019

1. GENERAL

A. Written quotations are firm for a period of thirty days after date of quotation unless cancelled by Max-Seal in writing prior to acceptance by the purchaser. Verbal quotations are subject to acceptance within 48 hours, unless within that period they are confirmed in writing by Max-Seal. Stenographic and clerical errors are subject to correction.

B. Contracts or orders having penalty clauses for failure to meet shipment are not acceptable unless specifically approved in writing by an authorized individual at our office in Lumberton, N.C.

C. Shipment lead times are based on conditions at the time of quoting. Goods are subject to prior sales. Lead time may change for causes beyond Max-Seal's control. Under no circumstance will the seller be liable for consequential or liquidated damages due to failure to fulfill estimated shipping lead times.

D. Max-Seal reserves the right to alter dimensions without notice. Please request certified drawings to confirm dimensions if necessary.

2. PRICES

List prices and discount schedules of all Max-Seal products are subject to change without notice. All orders released for immediate shipment will be invoiced at the prices in effect at the time the order is received at Max-Seal's Manufacturing Plant in Lumberton, N.C. Any order whose shipment is delayed per the customer's request in excess of 120 days will be invoiced at the published prices and discounts effective at shipment time or at the price agreed upon at time of order acceptance by Max-Seal.

3. CHANGE ORDERS OR CANCELLATION:

Orders received and accepted by Max-Seal may not be changed or cancelled except on terms satisfactory to Max-Seal and which prevent Max-Seal from incurring any loss. Changes or cancellations of products considered non-standard or special will not be accepted without full reimbursement of all related expenses incurred to date. All cancellations and change orders must be made in writing to and approved by Max-Seal, subject to appropriate charges to Purchaser.

Special terms may apply for orders requiring large quantities or valves of non-standard materials of construction. Buyers signed acceptance of these terms is required prior to Max-Seal releasing the order.

4. TERMS:

Net 30 day terms are for approved customers only. Others shall be specified by Max-Seal. International customer terms shall be cash in advance, credit card or wire transfer upon notice of readiness to ship.

Accounts past due 60 days or more are subject to 1% service charge per month with a maximum of 12% per annum. We gladly accept credit cards as a form of payment. However, a 3.5% processing fee will be charged.

5. FREIGHT:

All shipments are F.O.B. Factory, Lumberton, NC USA

6. RETURNS:

All requests for return must be made in writing within 10 days after receipt of goods. No materials may be returned to the factory without written permission being given by an authorized individual at Max-Seal's office in Lumberton, N.C. A copy of the seller's authorization for return (RMA) must be attached to the returned material. Safety Data Sheets must accompany returns on products that were in service. **Returns without an RMA and SDS sheets will be rejected.**

7. MINIMUM BILLING

MINIMUM BILLING FOR ANY ORDER WILL BE \$50.00

8. Governing Law

Purchase orders accepted by Max-Seal shall be governed and construed in accordance with the laws of the State of North Carolina and the parties hereby submit to the exclusive jurisdiction of the North Carolina courts.

WARRANTY

Max-Seal provides the following warranty regarding products manufactured by it. THE WARRANTY STATED HEREIN IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESSED OR IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY OR THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. Max-Seal warrants its products to be free from defects in materials and workmanship when these products are used for the purpose for which they were designed and manufactured. Max-Seal does not warrant its products against chemical or stress corrosion or against any other failure other than from defects in materials or workmanship. The warranty period is for twelve (12) months from installation date or eighteen (18) months from shipment date, whichever date comes first. Any claim regarding this warranty must be in writing and received by Max-Seal before the last effective date of the warranty period.

Upon Max-Seal's receipt of a warranty claim, Max-Seal reserves the right to inspect the product(s) in question at either the field location or at Max-Seal's Manufacturing Plant. If, after inspection of the product(s) in question, Max-Seal determines that the purchaser's claim is covered by this warranty, Max-Seal's sole liability and the purchaser's sole remedy under this warranty is limited to the repair or replacement thereof at Max-Seal's option. Max-Seal will not be liable for any repairs, labor, material or other expenses that are not specifically authorized in writing by Max-Seal, and in no event shall Max-Seal be liable for any direct liquidated or consequential damages arising out of any defect from any cause whatsoever. If any Max-Seal product is modified or altered at any location other than Max-Seal's Lumberton, N.C. Manufacturing Plant without the express written authorization of Max-Seal, then this warranty is null and void. Any products sold by Max-Seal but manufactured by companies other than Max-Seal are not covered by this warranty. The warranty for such products shall be subject only to the warranty relief, if any, provided by the suppliers and/or manufacturers of such products.



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