



Pennlake Corporation
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TERMS, CONDITIONS & WARRANTY

PRICES

List pricing, discount schedules and net pricing are subject to change without notice. Invoices will reflect prices at the time of shipment.

TAXES

Prices do not include any federal, state or local taxes or other governmental charges. Any taxes or governmental charges, which Conrader Valves may be required to pay or collect, will be invoiced to the purchaser.

TERMS OF PAYMENT

Terms shall be Net 30 days unless specified otherwise by Conrader Valves in writing, including shipments of partial orders. A 1¼% per month service charge will be added to the invoice amount on all past due accounts. If the customer wrongfully fails to take delivery of the material, Conrader Valves shall be entitled to invoice the customer for the price at any time after we notify the customer that the goods are ready for shipment or we have tendered delivery of material.

FREIGHT

All shipments are F.O.B. Erie, PA unless otherwise stated. Customers must provide a valid freight carrier account number (UPS, DHL, FedEx, or other) at time of order. Delivery of material to a common carrier shall be considered delivery to purchaser. Conrader Valves is not liable for loss or damage during transit. If freight insurance is required, the customer must arrange directly with the carrier and advise Conrader on the replacement cost value at the time of order. If not, the standard maximum freight carrier claim amount will apply. Claims for loss or damage to material in transit shall be filed by the purchase directly with the carrier.

DELIVERIES

All scheduled shipments are determined by the judgment of Conrader Valves and will be adhered to with best efforts but are not guaranteed. Conrader will not be responsible for delays in delivery or failure to deliver due to causes beyond its control, including without limitations, acts of God, acts of purchaser, fire, flood, accidents, riots, strikes, transportation delays, labor or material shortages or any other causes beyond its control.

CLAIMS

All price and quantity discrepancies must be submitted in writing to Conrader Valves within 15 days of receiving. Claims must be supported by evidence to be approved and Conrader reserves the right to refuse any return without prior authorization.

RETURNS

No material is to be returned without prior approval from Conrader Valves. Conrader will issue a Returned Material Authorization Number (RMA) which must be clearly labeled on the return packaging. Only products which are unused, clean, saleable, and purchased within the previous 90 days are eligible for return. Product ordered with specific pressure settings and / or certification is only returnable at the discretion of Conrader Valves. A minimum inspection and handling charge of 30%, plus freight both ways will be assessed on approved returned goods. RMA Numbers are valid up to 30 days from the date of issue.

CANCELLATION

Orders for special merchandise, modifications of regular merchandise or abnormal quantities of regular merchandise are not subject to cancellation or change in specifications without our written consent and upon terms that will indemnify Conrader Valves against consequential loss. Orders that have had resources allocated to them are not cancellable.

EXPEDITE FEE

Requests for expedited delivery must be made in writing and are subject to material and resource availability. The expedite fee is either \$30.00 per line item or 10% of line-item value, whichever is greater of the two. Expedited service guarantees shipment within 24 - 72 business hours.

MINIMUM CHARGE

Orders for valves and fittings totaling less than \$30.00 NET will be billed at a minimum charge of \$30.00.

DESIGN

Design may be changed without prior notice.

WARRANTY

All products are guaranteed for 1 year from the date of shipment against manufacturing defects in material and workmanship, provided that in each case the product is properly installed and is used in the service for which the seller recommends. All returns must have prior written approval and a Return Material Authorization Number (RMA) from Conrader. Material claimed to be defective which is returned to our factory within 30 days of the RMA issue date, transportation prepaid, will be repaired or replaced at the discretion of Conrader Valves, provided that after inspection the product is found to be defective. This warranty is exclusive and is in lieu of any other express or implied warranties, including those of merchantability and fitness for a particular purpose.