



# TERMS AND CONDITIONS OF SALE

## **PRICES:**

All prices and specifications are subject to change without notice. List prices are a guide only, and are not necessarily the manufacturers' suggested list prices. Except as otherwise noted, all prices are F. O. B. PWP stocking branch offices and are subject to such sales, use, or other taxes as may apply.

## **NEW ACCOUNTS:**

C. O. D. until credit is established.

## **TERMS:**

Purchases made from the 1st through the 15th are due the 16th and past due after the 25th of the same month. Purchases made from the 16th through the 31st are due the 1st and past due after the 10th of the month. All prices are net unless otherwise stated.

## **PAST DUE ACCOUNTS:**

If payment has not been received 30 days after invoicing, a 2% late charge (or the maximum allowed by law) will be added to the unpaid balance which is equivalent to a 24% annual rate.

## **RETURNED CHECKS:**

All checks returned from the bank will incur a \$25.00 return check charge.

## **CREDIT:**

It is expressly understood and agreed that all goods and merchandise sold and delivered or shipped by PWP to the Customer shall remain the property of PWP until such time as payment in full for such goods and merchandise is received by PWP, at which time title shall pass to the Customer. In the event of default in payment by the Customer, it is expressly understood and agreed that the Customer agrees that PWP shall have the right to retake possession by entering upon the premises of the Customer or through replevin or other action provided by law for the recovery of possession of all goods and merchandise for which payment has not been received by PWP.

## **ACCEPTANCE OF ORDERS:**

All orders are subject to acceptance by a corporate officer of PWP, and orders and deliveries are subject to PWP's regular credit policy. PWP reserves the right to refuse sales to anyone, and to refuse any order based upon a quotation containing an error. All special order merchandise is non-returnable. Oral and phone orders are accepted under certain conditions, but PWP reserves the right to withhold actual shipment until written confirmation is received. Possession of a PWP price list does not constitute the right to buy from PWP.

## **BILLING ERRORS:**

All invoices are subject to a verification audit. Appropriate debits or credits will be applied to all accounts.

## **TAXES:**

Any tax as required by law will be added to the buyer's invoice. If tax exempt, a valid tax exemption or resale certificate must be on file.

## **PURCHASE ORDERS:**

PWP is not obligated by any terms, conditions, stipulations or prices contained on customers' purchase order forms; said order shall be governed by PWP's standard conditions of sale.

## **SPECIAL ORDERS:**

All merchandise not in the warehouse inventory, is subject to full payment in advance and payment of all freight charges and handling charges necessary to obtain the materials. All special order merchandise is non-returnable.

## **RETURNED MERCHANDISE:**

Merchandise will not be accepted for return without prior written authorization from Pool Water Products. All merchandise returned for credit is subject to a restocking charge. Special ordered, non-stocked merchandise, and chemicals are not returnable. All returns must be in the original, unopened resalable cartons. All goods must be returned freight pre-paid within 30 days after receipt of shipment.

## **FREIGHT CLAIMS:**

All merchandise is shipped freight collect and becomes the purchasers' responsibility upon pick-up by carrier at PWP warehouses. Any loss or damage claim must be filed with the carrier.

## **WARRANTY:**

All warranties are the responsibility of the manufacturer. PWP does not express or imply any warranty. PWP expressly disclaims liability for any injury, loss, or damage arising from the use or inability to use any item sold by PWP.

## **EXCLUSIVE REPRESENTATION:**

As company policy, PWP does not grant exclusives domestically or internationally, either expressed or implied, to sell or represent any of its products.

## **TIPS AND GRATUITIES:**

PWP would like to stress that we embrace the highest ethical standards and as such PWP employees will not accept any tips or gratuities from our customers.