



ROBROY CONDUIT PIPE FITTINGS

TERMS AND CONDITIONS OF SALE

TERMS - 2% 10th prox. Net 25th; payment in U.S. funds.

FREIGHT - All shipments are made F.O.B. carrier's equipment Avinger, TX or other shipping point, where title passes to purchaser upon receipt of goods by carrier. Freight prepaid to destination. All shipments less than \$1000 net price will be made freight collect or prepaid and charged on face of invoice. All Galvanized Fittings products (conduits, elbows, couplings and Korn's) may be combined to qualify for freight allowed shipments. Routing method and carrier will be determined by ROBROY INDUSTRIES and any expense incurred by buyer's deviation or direction will be for buyer's account. Alaskan, Hawaiian, and export shipments are F.A.S. port of embarkation with all unloading charges and wharfage to be billed to buyer. All shipments subject to price in effect at time of shipment.

SPECIAL PACKAGING - A minimum charge of 2½% will be added to list price for any special packaging and/or marking beyond our regular commercial practice.

MINIMUM CHARGE - \$100.00 net.

DAMAGE OR LOSS IN TRANSPORTATION CLAIMS - All shipments are made F.O.B. carrier's equipment Avinger, TX or other shipping point, where title passes to purchaser upon pick-up. Consignee should file claim for loss or damage with transportation company immediately upon receipt of goods.

CHANGE OF PRICE - All prices and/or quotations are subject to change without notice.

ACCEPTANCE - All orders are subject to acceptance by Robroy Industries.

SHORTAGE CLAIMS - No shortage claims will be recognized unless such shortage is reported to our Avinger, TX office within ten (10) days from receipt of shipment at destination.

SPECIAL ITEMS - Certain items are non-standard, noncancelable and nonreturnable.

RETURN OF GOODS - No material will be returned to, or accepted by ROBROY Conduit Division without written permission. Only normally stocked products in resalable condition will be considered returnable. A minimum restocking charge of 35% of the price originally paid for the material will apply. Transportation charges on the returned material must be prepaid. Material ordered for or shipped to job sites will not be accepted for return under any condition except warranty.

Non-Catalog and Material specially fabricated to the customer's specifications cannot be returned for credit unless the return is made necessary through poor workmanship or defective materials supplied by ROBROY Conduit Division. Should this be the reason for the requested return, it will be allowed and appropriate credit issued.

GUARANTEE - All material is guaranteed to be free from defects in materials and workmanship for a period of one year from date of shipment to the distributor. ROBROY INDUSTRIES liability shall be only to the extent of replacement of defective parts. ROBROY INDUSTRIES MAKES NO OTHER WARRANTIES WHETHER EXPRESSED OR IMPLIED.

CLERICAL ERRORS - All clerical errors are subject to correction.

REWORK - No credit will be allowed for rework unless authorized in advance in writing by the appropriate factory location of ROBROY Conduit Division.

PENALTY CLAUSE - No penalty clause of any type will be applicable in any form unless prior written approval is provided by an officer of ROBROY Conduit Division.



CONDUIT DIVISION

3159 Wilkes Power Plant Rd.

Avinger, Texas 75630

Telephone: 903/562-1342

Fax: 903/562-1711