

TERMS AND CONDITIONS

This is a multi-purpose form

The following Terms and Conditions apply as an Invoice, Sales Order, Packing List, Cash Sale Receipt or Statement:

1. **Acceptance:** This invoice shall constitute seller's acceptance of buyer's purchase order, subject to the terms of this invoice. Buyer's acceptance of any part of the goods, or failure to notify sender otherwise within five (5) days of receipt of this invoice shall be deemed consistent to any terms additional to or different from those in buyer's purchase order.
2. **Security Interest:** In the event the purchase price is not paid when due, and credit is extended to the Buyer, then in consideration therefore, Buyer grants to Seller a security interest in the goods, which security interest shall extend to all parts and accessories now and hereafter attached to the goods and the proceeds therefrom.
3. **Notice of Warranties:** Seller makes no warranties, either expressed or implied, of merchantability or of fitness for a particular purpose with respect to any goods sold. The sole warranty, if any, of merchantability or of fitness for a particular purpose made with respect to the goods being sold is that made by the manufacturers thereof.
4. **Disclaimer of Damages:** Seller will not be liable for any incidental or consequential damages resulting from the sale or use of any goods sold, whether arising from breach of warranty, non-conformity to order specifications, delay in delivery or any other loss sustained or claimed to be sustained by the Buyer or any other party claiming a sustained loss.
5. **Installation:** Seller will not make or secure any installation of the goods or any replacement or repairs, will not be responsible for such costs, and will not be responsible for any damages caused by installation or repair of the goods.
6. **Delivery:** All goods are sold F.O.B. Seller's place of shipment unless otherwise stated. The Carrier is responsible for goods broken or lost in transit. Delivery times are estimated and are not guaranteed. Seller shall have the right to deliver all of the goods at one time or in portions. Buyer shall pay the full amount of the invoice when due. Seller's breach or default in the delivery of any partial shipment shall not give the Buyer the right to refuse or receive any other shipment. Seller shall not be liable for failure of delivery for reasons beyond the Seller's control.
7. **Shortages or Variances:** No claims for shortages or variances in goods delivered will be considered unless presented in writing within ten (10) days of receipt of receipt of goods.
8. **Return of Goods:** Seller may refuse the return of any goods from buyer unless prior written authorization to return such goods has been issued by the Seller. Seller shall examine goods authorized for return and advise Buyer whether the said goods shall be accepted for credit or exchange. All goods returned are subject to a minimum restock charge of fifteen (15%) percent plus any handling and freight costs associated incurred by the Seller in the original sale and subsequent return of said goods.
9. **Cancellations:** Except for Special Orders, the buyer may at any time prior to delivery, cancel any items or portions thereof, by issuing written instructions to do so to the Seller, but subject to the Seller's reasonable charges for said cancellation.
10. **Special Order Material:** Special Order Materials are not subject to return. Claims for breakage, shortage or damage must be filed with carrier.
11. **Waiver:** Waiver by Seller of a breach by the Buyer of any provision of this Agreement shall not be deemed a waiver of future compliance therewith, and such provision shall remain in full force and effect. Waiver by Seller of a breach by Buyer shall not be deemed a waiver of any other breach.
12. **Credit Approval:** Buyer's orders are accepted subject to credit investigation and approval, and delivery may be withheld or shipment stopped in transit on accepted orders without any liability on Seller's part if, in its option, the Buyer's ability to pay for the goods on these terms and conditions is in doubt.
13. **Service Charge:** Service Charge of one and one-half (1-1/2 %) percent per month (18% per annum) will be charged on all unpaid invoices as of the end of the month following date of shipment. Buyer agrees to pay all costs of collection equal to a minimum amount of 43% of the principal amount due plus all attorney fees and court costs.
14. **Taxes and Other Charges:** Federal, State or Municipal taxes (except income taxes) now or hereafter imposed with respect to all sales, delivery, use, transportation or proceeds of the ordered products specified against such sales, will be for the Buyer's account, and if paid, or required to be paid, by Seller, the amount thereof will be added to and become part of the price payable by the Buyer.
15. **Material Safety Data Sheets available upon written request.**

The following Terms and Conditions apply as a Purchase Order:

1. **Invoicing:** Invoice in duplicate and mail with Bill of Lading to Accounts Payable the day each shipment is made. WE CANNOT PROCESS FOR PAYMENT WITHOUT PROOF OF SHIPMENT TO DESTINATION. All invoices must bear our Purchase Order Number and shipment date in order to be processed for payment.
2. **Terms:** Terms are as specified by this Purchase Order.
3. **Cancellation:** We reserve the right to cancel any Purchase Order prior to shipment without penalty.
4. **Prices:** Price protection against decline guaranteed through discount period.
5. **Back Orders-Partial Shipments:** Vendor will treat partial shipments regarding prices, discounts, freight allowances and terms as if order had been shipped in full.
6. **Payments:** For discount purposes, shipments made or invoiced after the 24th of the month as well as invoices received after the 24th of the month will be considered dated as of the first of the succeeding month. We must have at least 8 working days to process invoice payment by due date. If invoices are not received at the administrative offices within that time, we reserve the right to take the cash discount at an extended date.
7. **Freight Carriers:** If Freight Allowance is not Full, then shipment must be made collect, via our specified and approved freight carrier.
8. **Shipping Documentation:** The Bill of Lading, Shipping Papers and all Cartons must bear our Purchase Order Number.
9. **Shipping Instructions:** Notify immediately if the above mentioned shipping and carrier instructions cannot be met. Extra transportation costs including demurrage and detention will be charged back on back order shipments, or if the shipping instructions are not followed.
10. **Shipping/Handling Charges:** Palleting, Boxing, Crating and Strapping charges will not be accepted unless authorized prior to shipment.

The following Terms and Conditions apply as a Quotation:

This quotation has been prepared for your convenience per our interpretation of the specifications sent to us. Your protection is a recheck of the material contained herein. Fixtures are while except where noted. Prices quoted are guaranteed for a period of thirty (30) days from the date of this quotation, unless otherwise noted. Clerical errors are subject to correction. Thank you for the opportunity to quote you on this project. Please do not hesitate to call if you have any questions or need further assistance.

WHOLESALE PLUMBING & HEATING SUPPLIES

ADMIN. OFFICES - 100 7115 W. Marginal Way SW Seattle, WA 98106 (206) 762-5920 fax (206) 762-5928	ANCHORAGE BRANCH - 101 801 E. 64th Ave. Anchorage, Alaska 99518 (907) 561-1001 fax (907) 561-0242	BELLEVUE BRANCH - 102 1817 130th Ave. NE Bellevue, WA 98005 (425) 883-2470 fax (425) 883-9343	EVERETT BRANCH - 150 215 Meadow Place SW Everett, WA 98203 (425) 745-3233 fax (425) 787-6921	ISSAQUAH BRANCH - 103 6421 - 229th Ave. SE Issaquah, WA 98027 (425) 392-8488 fax (425) 392-8599	KENAI BRANCH - 112 35039 K-B Drive Soldotna, AK 99669 (907) 262-5900 fax (907) 262-5911	LYNNWOOD BRANCH - 104 2216 - 196th St. SW Lynnwood, WA 98036 (425) 774-0511 fax (425) 774-3868
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