



# GENERAL POLICY TERMS AND CONDITIONS OF SALES

**A. Definitions:** Soileau Industries, Inc., hereinafter referred to as Company; dealer, distributor, contractor, hereinafter referred to as Purchaser. All types and classes of PVC Pipe and related fittings and accessories, and all other such equipment, hereinafter referred to as Products.

**B. Acceptance of Orders:** All orders are subject to acceptance by the management at Soileau Industries, Inc., whether it is written, verbal, oral, telephoned, or solicited by a Company representative.

- 1. Prices:** All process are subject to change without notice at any time and all products will be invoiced at the price in effect at time of shipment. Prices are for products of standard design and materials as shown on applicable and current price pages.
- 2. Terms of Payment:** All orders are subject to the approval of the Credit Department, and full or partial payment may be required in advance.
- 3. Past Due Accounts:** A late charge will be imposed on all past due amounts in the maximum amount allowed by law.
- 4. Taxes:** All sales are considered to be taxable, unless otherwise exempt. Tax will be added to all invoices unless an exemption certificate is in the possession of Soileau Industries, Inc., prior to delivery. The purchaser shall reimburse Soileau Industries, Inc., for any sales, use, occupation, excise, or similar tax for any reason arising out of or in connection with its sale to the purchaser.
- 5. Cancellation:** No order for custom designed fittings may be cancelled except upon written notice to Soileau Industries, Inc., and upon payment of all costs arising out of or in connection with the order.
- 6. Incorrect Invoices:** If an error on an invoice is found, please return it to us within ten (10) days noting the error. A corrected invoice will be issued bearing a new number and date.
- 7. Products Damaged in Transit:** The Purchaser shall inspect shipments upon receipt, and in the event of damages shall file a claim against the carrier. If the purchaser is in urgent need of replacements for the damaged material, he should give Soileau Industries, Inc., a new order marked as follows: "For replacement of material damaged in transit." The Purchaser shall pay the invoice for the original shipment and such replacements, then request a duplicate receipt to facilitate filing his claim against the carrier.
- 8. Other Claims:** The existence of any defect which Soileau Industries, Inc., may be obligated to correct under the "Warranty and Liability" provisions will not excuse payment or justify delay in payment of any invoice.



- 9. Return of Material:** No material shall be returned without written authorization and shipping instructions first having been obtained from Soileau Industries, Inc. Any item returned must be returned freight prepaid and will be subject to a restocking charge. Returned items must be in a saleable condition to qualify for credit. The return ticket must show the invoice number and date on which each item was purchased. Items of special manufacture or large quantities are non-returnable.
- 10. Performance:** Soileau Industries, Inc., will not be responsible to the purchaser for any delay or failure in performance affecting the purchaser or others caused by circumstances beyond the reasonable control of the said company, including but not limited to the following: acts of God, riots, embargoes, strikes, other concerted acts of workmen, walkouts, slowdowns, actions or regulations of any government authority, casualties or accidents, equipment failure, war insurrection, delays in transportation, and shortages of rail cars, power, fuel, labor, or material.
- 11. Design:** Soileau Industries, Inc., reserves the right to make any change in the details of construction and/or manufacture as shown in its catalogs, bulletins, brochures, and price books which will not affect the essential features of design. If the equipment is ordered for use in an existing installation, Soileau Industries, Inc., will furnish equipment as nearly interchangeable as possible, but reserves the right to substitute the latest material and design.
- 12. Freight:** Within the Continental U.S. are F.O.B plant, unless otherwise stated in the Condition of Sale or quote
- 13. Drawings:** All drawings are representations only and are not to be used for engineering purposes. Contact factory for submittal data.