

TERMS, CONDITIONS AND GUIDELINES OF SALES

1. All orders are subject to approval and acceptance by SIGMA Corp.
2. PRICES: Prices are subject to change without notice.
3. SHORTAGES: All sales are F.O.B. Shipping Point. Any damage or shortage must be noted on the delivery bill of lading or our packing list and acknowledged by the delivering carrier's agent. **All claims for damage or shortage must be made in writing within 7 (seven) days of receipt of material.**
4. DELIVERY OF MATERIAL: SIGMA will make every effort to make delivery within time specified. Any delay in meeting shipping schedules will not make SIGMA liable for damages of any kind, liquidated or unliquidated, including damages for loss of use.
5. WARRANTY: SIGMA gives warranty for material furnished under its trade names "SIGMA/NAPPCO" against any defects in material or workmanship subject to normal use, for a period of one year after date of shipment. SIGMA will replace the defective product at the delivery point or, at its option, repay price paid for the product plus any transportation charges paid by Buyer in addition to such price.
SIGMA is not responsible for consequential or incidental damages for loss of use, or any other damages whatsoever, in connection with the warranties set forth above or implied by law, or any purported negligence of SIGMA.
No terms or conditions, other than those stated above, and no agreement or understanding, oral or written, in any way purporting to modify these terms or conditions, whether contained in Buyer's purchase orders or shipping release forms, or elsewhere, shall be binding on SIGMA unless hereafter made in writing and signed by SIGMA'S authorized representative.
6. All sales, use, excise, state, local or similar taxes are the responsibility of the Buyer. In the event SIGMA must pay or collect such taxes, the Buyer agrees to promptly reimburse the same to SIGMA.
7. TERMS: All invoices are payable in net 30 days, unless other terms are explicitly mentioned in the invoices. A service charge may be added to all past due accounts.
8. Buyer may not return or cancel any part or all of the order without prior written authorization. There will be a minimum restocking charge of 25% for goods accepted for return.
9. Buyer will furnish and pay for necessary labor to unload and store material.
10. Please use Sigma's item numbering system in all your orders or inquiries to facilitate faster and easier processing.
11. Please try to order in Sigma's standard crate quantities, whenever possible, to facilitate quicker processing of your orders.
12. **Sigma is constantly adding newer sizes and items to its on-hand inventory available for immediate delivery. Please check with us for the update in availability when you put your list together - the items you are looking for may already be here!**
13. FREIGHT TERMS: The minimum order for freight allowed is 5,000 lbs. of fittings.

with or without accessories. *(Manhole covers and valve boxes are not covered by these minimum freight allowed terms.)*