

Effective June 1, 2009

## List Price Guide – 2009 (LPG-2009)

Supersedes all previously published terms and conditions. Subject to change without notice.

Applicable to all sales of, and contracts to sell products of Josam Company

**CONTACT YOUR JOSAM REPRESENTATIVE FOR DETAILS ON DISCOUNT**

### **PAYMENT TERMS:**

For accounts with established credit, payment terms are 2% cash discount, payable 30 days from date of invoice, net 31 days. Invoices still unpaid after 31 days from date of invoice will be subject to interest charges of 1-1/2% per month. Minimum invoice: \$50.00 net. Confirmed irrevocable letter of credit or cash in advance of shipment is required for accounts without an established line of credit. Any terms and conditions appearing on your orders which are inconsistent with the terms of our quotation and conditions of sale shall be of no effect.

### **FREIGHT ALLOWANCE:**

All shipments will be F.O.B. Michigan City, Indiana or Service Center. A freight allowance will be made on all shipments of \$5,000.00 net amount or more within the continental USA except for Alaska, Hawaii and Puerto Rico. Full freight allowance is limited to normal ground services and does not include charges for specially expedited or guaranteed deliveries requiring air shipment or guaranteed motor freight contracts.

### **RETURN POLICY:**

Standard catalog material may be returned only upon written authorization of Seller. Requests to return material must be received by Josam Company within 60 days of date of original shipment made by Josam Company. Buyer must return material within 30 days from the date of Seller's written authorization. Credit will be issued to the Buyer's account toward purchase of additional material only. Obsolete, discontinued or specially produced items will not be accepted for return and credit.

Where return results from causes involving Buyer's responsibility, credit for saleable goods returned will be issued at invoice price less a 25% restocking charge for handling and inspection. Return of less than \$100.00 net price will not be allowed. For other than saleable goods returned, any necessary charges to render the returned material saleable will be added. Galvanized material will be credited at the same value as painted cast iron. Chrome plated material will be credited at the value of satin finish bronze. We will issue credit for returned parts only originally ordered as a part. On all returns, incoming and outgoing freight charges to and from Michigan City, Indiana, will be deducted from any credit allowed.

### **WARRANTY:**

Our products are warranted to be free of defects in material and workmanship, but our liability shall be limited solely to those defects, which our inspection finds to be due to our fault. Notification of a claim for defective material or workmanship must be given in writing to Josam Company, Michigan City, Indiana within 60 days from date of shipment. **WE SHALL NOT BE RESPONSIBLE FOR ANY LABOR CHARGES OR ANY LOSS, INJURY OR DAMAGES WHATSOEVER, INCLUDING INCIDENTAL OR CONSEQUENTIAL DAMAGES.** The sole and exclusive remedy shall be limited to the replacement or repair of the defective goods at the Seller's discretion. Before installation and use, Buyer shall determine the suitability of the product for his intended use and the Buyer assumes all risk and liability whatever in connection therewith.

### **QUOTATIONS:**

Quotations are based on discount in effect at the time of quotation and will be protected on this basis for a period of 30 days from job bid due date. If an order is received within this 30-day period, it must indicate a release of material for

shipment within 60 days from date of order, and all released shipments will be protected at prices quoted. If order is not released by customer within this 60-day period, it will be priced at discount prevailing at time of shipment.

### **EXPORT ORDERS:**

Factors which govern export orders differ from domestic orders. Please contact Josam International.

### **ACCEPTANCE OF ORDERS:**

All catalogs, price lists or other literature describing our products are not to be construed as offers to sell same. All orders are subject to acceptance by the general office of Seller in Michigan City, Indiana, either by shipment or by written acceptance. Your order, when shipped or accepted by us, shall constitute the complete contract between us, subject to and incorporating therein the terms and conditions herein contained, and any inconsistent provisions contained in your order shall not apply. Prices, discounts and special programs contained in any of our catalogs, price lists or other literature are subject to change without notice.

### **CANCELLATION:**

Orders are not subject to cancellation without our written consent. If an order is cancelled, the Buyer shall pay all costs incurred in connection with filling the order. Any items not cataloged or items not normally stocked by us and made or purchased to fill the order become the Buyer's property and must be paid for by the Buyer.

### **ILLUSTRATIONS, DESCRIPTIONS AND DIMENSIONS:**

All illustrations, descriptions, and detailed dimensions represent standard features and do not necessarily indicate all variations available. All weights stated in our catalogs, literature and drawings are approximate and are not guaranteed.

All designs, descriptions and dimensions are subject to change without notice, and unless Buyer specifically states otherwise on order, standard products in effect at time order is shipped will be supplied.

### **RISKS:**

Our responsibility ceases after the product has been delivered to the carrier in good order. It is the responsibility of the consignee to inspect each shipment carefully and file a claim with the carrier for any damage or shortage. Content shortages must be reported within 15 days after receipt of material.

### **DELIVERY:**

Shipping dates are estimates and time of delivery is not the essence of this sale or the contract therefor. We will ship as near schedule as possible. Under no circumstances will the Seller have any responsibility on account of any delays in manufacture, transportation, or otherwise. Material is subject to shipment in whole or in part, at our option, and each shipment is subject to immediate invoicing.

### **TAXES:**

Any sales, or manufacturers' tax imposed under existing or future statutes shall be added to the price herewith effective and shall be paid by the Buyer unless proper exemption certificates are filed with Josam Company.

**JOSAM COMPANY • MICHIGAN CITY, INDIANA 46360 • PHONE: (800) 365-6726 • FAX: (800) 627-0008**