

# **TERMS & CONDITIONS**

#### **HOW TO ORDER**

In order to avoid mistakes or delays of your shipment, please refer to our part number and description.

### **PRICES**

Since prices are subject to change we cannot guarantee them for more than 30 days. The prices listed are valid for the period indicated on the cover of the price list only. Prices are Net F.O.B. Factory, Santa Fe Springs, California.

#### **SALES TAX**

Gorlitz Sewer & Drain, Inc. is required to charge applicable State Sales Tax on every item sold unless a California State Sales Tax Exemption Certificate has been provided.

#### FREIGHT POLICY

All merchandise shipped per parcel service are prepaid and added to the invoice. All shipping fees per trucking lines are the responsibility of the customer. If any freight damages or losses are experienced, Gorlitz Sewer & Drain, Inc. requests that the freight company carrying the merchandise be contacted by the customer for freight claims.

## **MERCHANDISE CLAIMS AND RETURN POLICY**

All discrepancies in goods received must be claimed within five days after receipt of goods. Any item to be returned must be referenced by invoice number, date of sale and written consent of seller.

## **GORLITZ LIMITED WARRANTY**

All products manufactured at Gorlitz Sewer & Drain, Inc. are warranted to be free from defects in material and workmanship under normal use and maintenance for a period of one (1) year from date of purchase to original buyer. If any parts break or fail, we ask you to notify your nearest dealer or Gorlitz Sewer & Drain, Inc. and supply us with proof of purchase and nature of failure. Gorlitz will repair or replace (at our option) any parts found to be defective. The replacement part assumes the unused portion of the warranty. Transportation of the product to any service station is the responsibility of the user unless stated otherwise in this warranty.

This warranty does not apply to expendable items ( Cables, Knives, Nozzles, Hoses, Fittings, etc.) and damage due to negligence, unauthorized repair or alteration, chemicals, misuse or accidents. Adjustments of any kind can not be made on shaved, kinked or broken hoses and kinked or broken cables because it shows evidence of abuse or to much pressure.

This warranty is exclusive and in lieu of all other expressed warranties and Gorlitz Sewer & Drain, Inc. does not authorize any part to assume for it any other obligation or liability. In no event shall Gorlitz Sewer & Drain, Inc. be liable for special or consequential damages arising from the use of this product or for any delay in the performance of this warranty due to causes beyond our control.

In placing this order Buyer expressly understands, acknowledges and agrees that: (1) Buyer has received and read the Operating and Maintenance Instructions that accompanied this equipment order, including Gorlitz's Limited Warranty and all of the other Terms and Conditions of doing business with Gorlitz Sewer & Drain, Inc. ("Gorlitz") as stated therein; (2) Buyer will operate and maintain the equipment in accordance with the specifications stated in the Instructions; (3) Buyer indemnifies and holds Gorlitz harmless for Buyer's failure to use the equipment in accordance with the specifications stated in the Instructions; (4) the equipment is being sold to Buyer on an "as is" and "where is" basis and that except as specifically set forth in this agreement, Gorlitz makes no other representations or warranties, whether express or implied; and (5) all disputes arising under this agreement shall be submitted to courts of competent jurisdiction in the State of California and the prevailing party in any action or proceeding to enforce any provision of this agreement will be awarded reasonable attorney fees and costs incurred in that action or proceeding or in efforts to negotiate the matter.

#### MANUFACTURERS WARRANTIES AND LITERATURE

Most products used on our equipment are warranted to the final consumer by their manufacturers. Copies of such warranties are supplied with our products or are available from the manufacturers. As a service, Gorlitz Sewer & Drain, Inc. will obtain copies of consumer warranties from the warrantor and will furnish them free of charge to consumers upon request. Gorlitz Sewer & Drain, Inc. assumes no responsibility for the content of such warranties or sales literature by performing this service.

Due to a continuing program of product improvement, Gorlitz Sewer & Drain, Inc. reserves the right without obligation to revise prices, specifications and equipment.