



Sales Terms & Conditions

1. The terms and conditions as hereinafter written shall supersede the terms and conditions of the customer's order or any other terms and conditions in any other customer documentation. Further, no understanding, agreement, terms, condition or trade custom or business practice at variance herewith shall be binding on the parties. THESE TERMS AND CONDITIONS TRUMP ANY OTHERS AND ARE THE SOLE AND EXCLUSIVE TERMS REGARDING THE PURCHASE AND SALE OF ANY SMITH-BLAIR PRODUCTS.

2. Prices prevailing at time of shipment will apply, except as otherwise provided by a prior written quotation, which constitutes a firm offer.

3. Title and Risk of Loss for damage to the goods passes to the customer upon delivery to the carrier regardless of who pays the shipping cost.

4. Smith-Blair, Inc. warrants its products to be free of defects in materials and workmanship for a period of one (1) year from the date of shipment by Smith-Blair, Inc. (the "Warranty Period"). Dated proof of purchase, such as a bill of sale, is required to establish warranty eligibility. If a product fails to perform due to a defect in materials or workmanship during the Warranty Period, Smith-Blair, Inc. will repair or, at Smith-Blair, Inc.'s option, replace the product with the same or comparable item. In the event that the product cannot be repaired and a suitable replacement item is not available, Smith-Blair, Inc. will refund the original purchase price shown on the proof of purchase. In all cases, the customer is responsible for returning the allegedly defective product to the factory or warehouse designated by Smith-Blair, Inc. THIS LIMITED WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHER WARRANTY OF QUALITY, OR THOSE ARISING FROM A COURSE OF DEALING, CUSTOM, OR USAGE OF TRADE. THE REMEDIES PROVIDED IN THIS LIMITED WARRANTY STATEMENT ARE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. IN NO EVENT SHALL SMITH-BLAIR, INC. BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4A. Smith-Blair's liability with respect to any Smith-Blair products is limited as follows. (A) Smith-Blair's liability in any and all causes of action arising under, out of or in relation to any Smith-Blair products shall be limited to the price paid by the customer for the relevant product(s). This is so whether the relevant causes(s) of action are in tort, contract, under statute or otherwise. Further, Smith-Blair is not liable for any indirect or consequential damages. The foregoing damage limitations are fundamental inducements to Smith-Blair selling its products at the prices it does. They apply unconditionally and in all respects.

5. The consequences, direct or indirect, of labor troubles, fires, accidents, floods, hostilities, shortage of transportation, failure, suspension or curtailment of production due to shortage of supply of raw materials, or other economic factors, government acts or requirements and any and all like different causes beyond the control of the parties hereto excuse performance by either party to the extent by which performance is prevented thereby. Smith-Blair may, during any period of shortage due to any of said causes, prorate its supply of such goods among all its buyers in such manner as may be deemed equitable in the sole judgment of Smith-Blair.

6. RETURNS: All non-catalog items are considered "non-returnable". For other catalog items to be considered, return requests must be submitted in writing and approved by Smith-Blair prior to returning material. Return evaluation for any catalog item will be based upon age of material (no older than one (1) year) from shipment date, on-hand inventory and demand for those items at the time of request. Upon approval, a Return Material Authorization (RMA) will be issued with applicable charges and terms and conditions of return. Approved items may be returned within a period of thirty (30) days after the issuance of an RMA. For proper credits to be applied, a copy of the RMA must accompany material.

A. Material must be of current design.

B. Material must be in 100% resalable condition or additional rework charges will apply. If total restocking and/or reworking charges exceed 50% of the product's initial price, the material should not be returned, as no credit will be allowed. Any material received requiring work exceeding 50% of the initial material value will be returned at the sender's expense or scrapped by Smith-Blair with no credit issued.

C. Products that are engineered fabrications or special orders may not be returned.

D. Returned material should be packaged securely. Multiple items should be packed in an organized manner. Be sure to include a copy of the RMA as the packing list. Material received which is not returned in this manner will be returned at the sender's expense.

E. Shipments authorized to be returned COLLECT, but are returned PREPAID, should include a copy of the freight bill in order for credit to be issued. If Smith-Blair is to pay for a return, it will be charged to the account noted on the RMA. On material returned due to customer error, any original pre-paid and allowed outbound freight charge will be debited.

F. Smith-Blair reserves the right to decline any return material where it is not covered by warranty.

7. FREIGHT: Freight will be prepaid and allowed on all orders of \$2,500 net or more. For orders less than \$2,500 net, shipping and handling will be charged to the customer. Add-ons must also be \$2,500 net or more for freight allowance. Shipping and handling will be added to shipments expedited at the customer's request. This policy is subject to change, based on market conditions.

8. SERVICE CHARGE: All net orders below \$100 are subject to a \$20 service charge.

9. CANCELLATION CHARGES: May be applied to an order for the amount of work performed at the time of cancellation.

10. Smith-Blair reserves the right to furnish substitutes for materials which cannot be reasonably obtained because of any restrictions, voluntarily or compulsorily established by, or in connection with, any governmental authority.

11. United States law prohibits disposition of these products to certain countries unless otherwise authorized by the United States government. Contact the Office of Foreign Asset Controls of the U.S. Department of the Treasury at www.treas.gov/offices/enforcement/ofac or 202-622-2000 for more information