



Conditions of Sale

TERMS

EFFECTIVE May 28, 2012

Net 45 days for all mill lengths of pipe & tubing, 2% 10th Prox. Net 45 days for all other products. Invoices dated the 25th through the end of the month will be considered the 1st of the following month. Payment must be postmarked or transmitted no later than the 10th to be eligible for the cash discount.

FREIGHT ALLOWANCE:

F.O.B. Shipping Point. We prepay and allow freight to destinations within the Continental United States under the following criteria:

\$2,500.00 Net of any product of Merit except mill lengths of pipe and tubing. Brass pipe may be added once \$2500.00 has been achieved in non-pipe products.

\$7,500.00 Net of any product of Merit inclusive of mill lengths of pipe and tubing (Brass, Stainless Steel and/or Aluminum) and non-pipe products.

UPS, FEDEX AND PARCEL POST:

Orders are subject to a \$2.00 per package carton charge.

MINIMUM ORDER:

No order for merchandise will be rendered for less than a minimum charge of \$100.00 Net, excluding transportation charges.

PRICES:

All prices are subject to change without notice.

RETURNED GOODS:

Absolutely no material may be returned without an express written permission and return authorization number. Any material authorized to be returned will be subject to a handling charge.

DEFECTIVE MATERIAL:

Within 90 Days after buyer's receipt of goods, buyer shall give written notice to seller of any claim that the goods are defective in any manner. Any material will be replaced free of freight and credit will be issued upon receipt of material. Our sole responsibility is limited to actual replacement of material involved. We accept no responsibility for labor or kindred claims.

ALL CLAIMS FOR SHORTAGES, ETC. MUST BE MADE WITHIN 30 DAYS OF INVOICE.

Please Note: We strive for 100% accuracy on list and discount quotations; however, the list prices in our catalogs are to prevail at all times. We, therefore, reserve the right to correct any errors resulting from such quotations. We reserve the right to change quantities to standard packaging on staple items.

REMIT TO: MERIT BRASS CO
NW 6219
P O BOX 1450
MINNEAPOLIS, MN 55485-6219

TERMS AND CONDITIONS OF SALE

This acknowledgement is an acceptance of Buyer's order, conditioned on Buyer's assent to all the provisions hereof and the conditions specified in any prevailing price list that Seller may have issued covering such goods as the sole terms and conditions of the sale. Acceptance of goods, in whole or in part, or other express or implied assent by Buyer to the terms hereof shall constitute an agreement to all the terms and conditions herein and the conditions specified in any prevailing price list that Seller may have issued covering such goods. **ANY ATTEMPTED MEMORIALIZATION OF THIS SALE BY A PURCHASE ORDER OF OTHER DOCUMENT CONTAINING TERMS AND CONDITIONS INCONSISTENT WITH OR IN ADDITION TO THE CONDITIONS CONTAINED HEREIN SHALL NOT BE BINDING UPON SELLER AND SELLER HEREBY EXPRESSLY OBJECTS TO AND HEREBY EXPRESSLY REJECTS THE SAME.**

F.O.B. SHIPPING POINT: Goods covered by this contract are sold F.O.B. shipping point (unless otherwise indicated), and Seller's placement of such goods in the possession of a trucking company or other common carrier at the shipping point specified on the face hereof shall constitute delivery to Buyer and risks of loss or damage in transit shall be borne by Buyer; provided, however, all goods delivered shall remain the property of Seller until such time as all claims, including any balances, which Seller may have against Buyer for any reason whatsoever have been satisfied. If such retention of title would be void under the laws enforced at the place where the goods are located, any collateral security which corresponds to such retention of title under the laws enforced at such place shall be deemed to have been agreed upon between Seller and Buyer.

Seller reserves the right to control routing on all shipments. When other than Seller's regular method of shipment is used, any excess cost shall be for the account of the Buyer. Excess transportation charges assessed by transportation companies, covering shipments requiring special handling transporting, will be charged to the Buyer.

Seller will not be responsible for delays of Acts of God or of belligerent powers, wars, sabotage, explosions, riots, strikes, slowdowns, lockouts, fire, floods, lightening, tornado or wind, shortage of labor, fuel, power, materials or supplies, or accidents to plant or machinery, government controls limiting production or prices, allocation, government takeover of products or facilities, and other government interference or obligations or other contingencies, the non-occurrence of which was a basic assumption of Buyer and Seller. Shipping date is Seller's best estimate and will not operate to bind Seller to ship or make deliveries on date indicated on any order, quotation or acknowledgement.

Seller warrants that the goods manufactured by Seller will be free from defects in material and workmanship when properly installed under normal use for which they were intended. **THE WARRANTY PROVIDED ABOVE IS IN LIEU OF ANY AND ALL OTHER WARRANTIES AND LIABILITIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OF FITNESS FOR ANY PARTICULAR PURPOSE. BUYER AND SELLER EXPRESSLY AGREE THAT THIS WARRANTY SHALL SERVE AS BUYERS SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO PRODUCTS AND SERVICES PROVIDED BY SELLER. IN NO EVENT WILL SELLER OR ITS AFFILIATES BE LIABLE TO BUYER, ITS AFFILIATES, SUCCESSORS, ASSIGNS OR TRANSFEREES OR TO ANY THIRD PARTY (BY VIRTUE OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE) FOR ANY INCIDENTAL CONSEQUENTIAL, EXEMPLARY OR SPECIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS**

OR OPPORTUNITIES) ARISING OUT OF OR IN ANY WAY RELATED TO THE WARRANTIES CONTAINED HEREIN, ACTS OR OMISSIONS IN CONNECTION WITH ANY AGREEMENT RELATED TO THE WARRANTIES CONTAINED HEREIN, OR GOODS, MATERIALS, OR SERVICES PROVIDED BY SELLER UNLESS OTHERWISE REQUIRED BY LAW, REGARDLESS OF WHETHER THE GOODS OR THE USE OF THE GOODS RESULTS IN DAMAGE OR HARM ONLY TO THE GOODS OR TO OTHER PROPERTY OR WHETHER SELLER, ITS AFFILIATES AND/OR OTHERS MAY BE WHOLLY, CONCURRENTLY, PARTIALLY, JOINTLY OR SOLELY NEGLIGENT OR OTHERWISE AT FAULT, THE WARRANTY PROVIDED HEREIN SHALL EXTEND TO THE FIRST PURCHASER OF SUCH GOODS OR SERVICES FROM SELLER AND SHALL NOT BE ASSIGNED OR TRANSFERRED.

Claims for shortages must be made within ten (10) days from the date of invoice. Buyer shall fully inspect the goods upon receipt. Within ninety (90) days after Buyer's receipt of the goods, Buyer shall give written notice to Seller of any claim that the goods are defective in any manner. **IN SUCH WRITTEN NOTICE, BUYER SHALL SPECIFY IN DETAIL THE BASES FOR ALL CLAIMS AGAINST SELLER. SELLER'S OBLIGATION TO HONOR ITS WARRANTY ON DEFECTIVE PRODUCTS IS IN ALL CASES LIMITED TO, AT SELLER'S SOLE OPTION: 1) REPAIR OF THE DEFECTIVE PRODUCT OR COMPONENT THEREOF, 2) REPLACEMENT OF THE DEFECTIVE PRODUCT OR COMPONENT THEREOF F.O.B. ORIGINAL POINT OF DELIVERY OR SUCH OTHER POINT AS SELLER MAY DESIGNATE, OR 3) PROVIDING A CASH REFUND OR CREDIT. ANY CLAIM NOT MADE WITHIN THE SPECIFIED PERIOD SHALL BE CONCLUSIVELY DEEMED WAIVED BY BUYER.**

Seller shall have no obligation to honor its warranties and shall have no liability with respect to defective goods if the goods have been modified, altered, used for other than intended purposes, or otherwise changed without Seller's prior written consent; been damaged or abused; or not been operated or maintained in accordance with design specification, instructions, or reasonable practices.

No affirmation by or on behalf of Seller by words or actions other than as set forth herein shall constitute a warranty, and Buyer shall not be entitled to rely on any oral or written statement including those of any employee, agent or representative of Seller as being part of the terms and conditions of this warranty or of doing business.

Selling prices for material covered by Buyer's order are exclusive of all Federal, State, or Municipal sales, use or similar taxes. All payments are to be made in U.S. Dollars against funds in the United States. Orders for special material are not subject to cancellation. No material, except defective material, will be taken back and credited or replaced except upon consent and upon terms and conditions agreed upon by the Seller in writing.

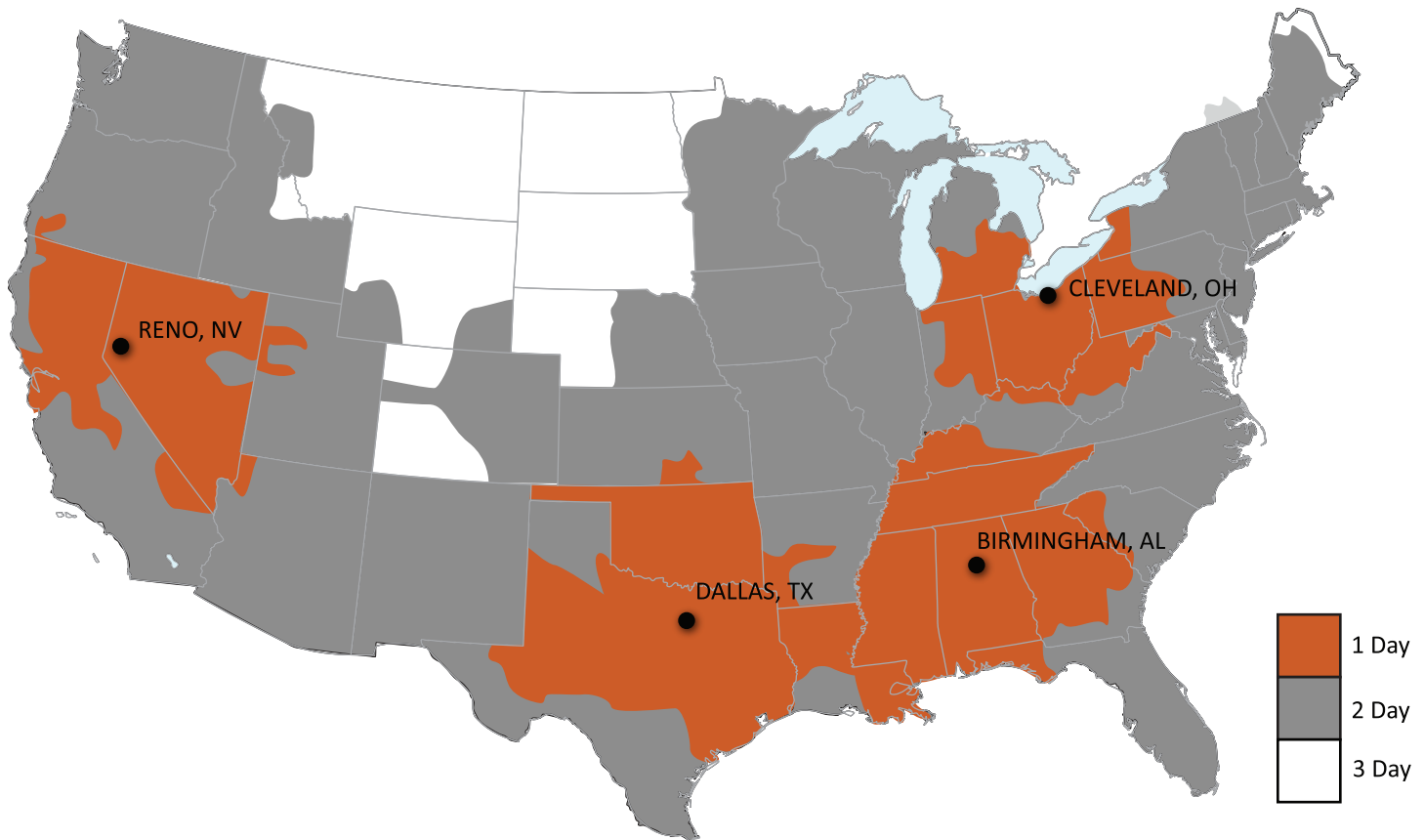
Seller reserves the right and Buyer will accept over-runs on under-runs on each individual special non-stock item not in excess of ten percent (10%) of the quantities ordered, and the billing will be adjusted accordingly.

This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Ohio. The parties hereto submit to the personal jurisdiction of the state and federal courts located in Cuyahoga County, Ohio.



DIRECTING the FLOW of *Quality*

SHIPPING TIMES



Cleveland Headquarters:

TEL: 800.726.9800

FAX: 855.MBFAXIT

One Merit Drive/PO Box 43127

Cleveland, OH 44143

mbsales@meritbrass.com

Reno Distribution Center:

TEL: 855.912.0408

FAX: 877.376.0093

200 Vista Blvd, Suite #106

Sparks, NV 89434

mbsalesNV@meritbrass.com

Birmingham Distribution Center:

TEL: 855.912.0409

FAX: 888.668.9168

280 Oxmoor Court, Suite D

Birmingham, AL 35209

mbsalesAL@meritbrass.com

Dallas Distribution Center

TEL: 877.259.2591

FAX: 877.259.2596

10614 King William Dr.

Dallas, TX 75220

mbsalesTX@meritbrass.com

FOR MORE INFORMATION ON
THE MERIT LINE



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