

# Terms & Conditions of Sale



1. **ACCEPTANCE:** All orders, modifications, or cancellations received by Sanderson Pipe Corporation (SPC) shall be in writing (facsimile acceptable), and shall not be deemed accepted by SPC unless such confirmation is in writing (facsimile acceptable). SPC reserves the right to accept or reject any order. Possession of a price list does not constitute an offer to sell. Unless otherwise specified, quotations shall be for specified items at specified prices and shall be deemed to be an offer to sell the entire volume of pipe subject to the quotation. Partial acceptance by SPC's customers shall be deemed to be a counteroffer. All quotations shall be valid for a period of 48 hours from time of transmission unless otherwise specified in writing.
2. **PRICES:** Prices, discounts, and terms are subject to change without notice. All orders are accepted subject to prices and discounts in effect at time of shipment or pickup.
3. **TERMS OF PAYMENT:** Any payments not made when due shall bear interest from the due date until paid at 1.5% per month or the maximum rate allowed by law.
4. **ORDERS:** No invoice will be issued in a net amount of less than \$250.00. All orders will be priced on size of pickup or shipment.
5. **RETURNS:** All returns must be approved in advance by SPC. Any returned goods will be accepted after written approval of SPC only. Returns must be prepaid and a handling charge of 20% will be made as well as the original outgoing freight charge - if shipment is prepaid. Returned material must be in marketable condition as determined by SPC to receive credit.
6. **ERRORS AND CLAIMS:** SPC will correct any errors on its part, but cannot assume responsibility for the errors of others. Claims for shipping errors must be made within ten (10) days from receipt of order. Claims for shortages or damages resulting from handling of the shipment must be made direct to the carrier. Be sure to have the carrier note and sign such shortage or damage on freight bill for your use in filing claim against carrier.
7. **SPECIAL OR NON-STANDARD ORDERS:** Special or non-standard orders will be subject to advance payment or deposits. Such orders are non-cancelable and non-returnable once manufactured so long as the product is manufactured to the agreed upon specifications.
8. **FREIGHT ALLOWANCE:** All shipments are F.O.B. Factory.
  - a. Freight prepaid and allowed subject to acceptance by SPC on orders for single shipments to single destinations for truck load quantities.
  - b. When customer requests routing or carrier (Truck or Rail) higher than the most economical way, only the lowest commercial carrier rate will be allowed.
  - c. Shipments will be made only to standard Common Carrier destinations and delivery points unless specific pricing is arranged for shipment to job sites or other uncommon locations. Buyer will be notified of non-acceptance of any order that entails higher freight costs or packaging costs.
9. **CANCELED OR MODIFIED ORDERS:** All orders are entered immediately for processing; changes will be subject to approval by the Sales Department. SPC reserves the right to consider any addition to an existing order as a separate and new order, subject to the terms and conditions as outlined herein. Cancellation of any order after acceptance by SPC may result in a penalty charge, based upon the status of the order at the time of cancellation.
10. **BACK ORDERS:** Back orders will not be written if the amount is less than \$250.00. If a customer requests items to be back-ordered, then such back orders will be priced as provided under Orders.
11. **TITLE AND RISK OF LOSS:** Notwithstanding any portion of the freight charges that may be paid by SPC, title and risk of loss pass from SPC to Buyer when SPC places the pipe in the custody of the Common Carrier.
12. **TAXES, ETC.:** Any tax, tariff, or other governmental charge upon the production, sale, and/or shipment of the pipe sold hereunder now or herein after imposed by federal, state, municipal, or other governmental authorities, shall be added to the price of the pipe and shall be paid by Buyer.



13. **FORCE MAJEURE:** SPC shall not be liable for any delay or failure by it to make any shipments if such delay or failure is caused by any event beyond its reasonable control, including without limitation, act of God, war, riot, fire, explosion, mechanical breakdown, terrorism, strikes or labor trouble, plant shutdown, unavailability of or interference with necessary transportation, any raw material or power shortage, or compliance with any law, regulation, or other requirement of any governmental authority.
14. **IMPAIRMENT OF CREDIT:** If, in SPC's judgment, Buyer's credit shall become impaired at any time, SPC shall forthwith have the right to decline to make any shipments except for cash until such time as said credit has been re-established to SPC's satisfaction.
15. **WARRANTY:** Sanderson Pipe Corporation (SPC) plastic pipe is warranted to be manufactured in accordance with THE APPLICABLE SPECIFICATIONS AND MATERIALS and to be free from defects in material and workmanship using our specification as a standard. This warranty, and claims under this warranty, shall be deemed waived unless received in writing by SPC within thirty (30) days from the date the defect was discovered, or should have been discovered. NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS GIVEN. Sanderson Pipe Corporation does hereby warrant its PVC Pipe to be free from defects in material and workmanship under normal use and service for a period of twelve (12) months from the date of invoice.
16. **ARBITRATION:** To the maximum extent not prohibited by law, any controversy, dispute, or claim arising out of, in connection with or relating to the transaction provided for herein, including but not limited to any claim based on or arising from an alleged tort or an alleged breach of any agreement shall, at the request of SPC or the customer (either before or after the commencement of judicial proceedings), be settled by arbitration pursuant to Title 9 of the United States Code, which the parties hereto acknowledge and agree applies to the transaction involved herein, and in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "AAA"). If Title 9 of the United States Code is inapplicable to any such claim, dispute, or controversy for any reason, such arbitration shall be conducted pursuant to the Florida General Arbitration Act and in accordance with the Commercial Arbitration Rules of the AAA. In any such arbitration proceeding: (i) all statutes of limitations, which would otherwise be applicable, shall apply; and (ii) the proceeding shall be conducted in Jacksonville, Florida, by a single arbitrator. The arbitrator shall be selected by process of appointment from a panel pursuant to Section 13 AAA Commercial Arbitration Rules and shall be either an active attorney or retired judge with an AAA acknowledged expertise in the subject matter of the controversy, dispute or claim. Any award rendered in any such arbitration proceeding shall be final and binding, and judgment upon any such award may be entered in any court having jurisdiction.
17. **LIMITATION ON ACTIONS:** Any claim made by Buyer on account of damage, discrepancies in quantity, or patent and obvious defects in the pipe, must be made in writing within twenty (20) days after arrival of the pipe at its destination. Any action for breach of this agreement, other than for nonpayment, must be commenced within one year after the date of the particular shipment upon which such claim is based. SPC's liability for damages shall not exceed the purchase price of the particular shipment with respect to which damages are claimed and shall not include any special, incidental, indirect, punitive or consequential damages, which are hereby expressly waived.
18. **GOVERNING LAW:** Any dispute between SPC and Buyer shall be determined in accordance with the laws of the State of Florida. Venue with respect to any such dispute shall lie in Baker County, Florida.
19. **INCONSISTENT TERMS:** These general terms and conditions, together with any sales confirmation pertaining to a particular shipment, shall constitute the entire agreement of SPC and Buyer with respect to the purchase of the pipe, and shall supersede all prior or contemporaneous understandings, oral or written, between the parties with respect to the same. No provisions of these general terms and conditions shall be affected by any purchase order, acknowledgement, shipping document, or other document received from Buyer containing terms and conditions inconsistent with or in addition to those set forth herein, unless SPC specifically agrees in writing to the inconsistent or additional terms.
20. **LEGAL FEES:** SPC shall be entitled to reimbursement of reasonable attorney's or collection fees if it becomes necessary to engage the services of an attorney or other organization to collect any sums owed SPC hereunder.

