

ENGINEERED SPECIALTIES, LLC
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TERMS AND CONDITIONS OF SALE & LIMITED WARRANTY

All goods sold by Engineered Specialties, LLC (“Seller”) to any customer (“Buyer”) shall be governed by all the following Terms and Conditions, including the attached Limited Warranty. Buyer’s order for any goods from Engineered Specialties, LLC, (Seller) shall constitute acceptance of these Terms and Conditions and Limited Warranty, without any reservation.

- 1) **Terms and Conditions of Sale:** All descriptions, warranties, quotations, offers, acceptances and sales of the Seller’s products are subject to and shall be governed exclusively by the terms and conditions stated herein.
- 2) **Payment:** Standard terms of net 30 days will be allowed for all established accounts. Amounts not timely paid shall bear interest at rate or the one and one half percent (1½ %) per month (or 18% per year) that the Buyer is late in making payment. For Sellers without established terms, multiple payment methods or money sources, Seller reserves the right to use the Buyer’s credit card on file to pay off remaining balances that are overdue. All other transactions shall be made in the form of a credit card sale or pre-payment via check or bank transfer.
- 3) **Order Cancellations:** Once you’ve placed an order with us, you may be able to cancel it without penalty, depending on its progress. If you would like to cancel, contact us immediately. If you’re paying by credit card/PayPal, there may be a 3% penalty charged to your credit card for cancellation. Once your order has been shipped/picked up, it is no longer possible to cancel your order (see “Returns”).
- 4) **Shortages:** Any claims by Buyer for shortages or omissions in a shipment shall be waived unless the Seller receives notice thereof within 5 days after Buyer’s receipt of the shipment.
- 5) **Delivery:** Risk of loss shall pass to Buyer upon Seller’s delivery of the goods to a carrier. Any stated delivery dates are approximate only and Seller shall have no liability for any delays in delivery. It is the Buyer’s responsibility alone to make all claims with the carrier relative to missing or damaged items as soon as the goods are received by Buyer. These claims must be recorded on the carrier’s bill of lading and reported to Seller in 3 days of receipt by Buyer.
- 6) **Returns:** All returned products must have prior authorization from Seller before they are shipped back to Seller’s facility. Returned products without pre-authorization are not eligible for credit. There will be a 20% restock fee on pre-authorized returned items, unless specified otherwise, in written communication from Seller. Products must be returned within 60 days of the date of sale to be eligible for credit. Items not eligible for return or credit, include; ridged aluminum pipe, any rolled tubing, custom ordered components, individual components taken out of a “kit”, and installation tools including: straightening tool, bending tool, deburr tools, wrenches, tool kit or tool kit components, tape, labels, or pipe sealant. Items that are drop shipped from the manufacturer, such as Hose Reels, Air Dryers, Air Compressors and accessories are not eligible to be returned to our facility for credit. These items are subject to the terms of warranty and return policies of the manufacturer and written pre-authorization from the Seller must be obtained before items are shipped back to the original manufacturer.
- 7) **Indemnification and Hold Harmless:** To the extent permitted by law, the Buyer and/or user of Seller’s products agrees to defend, indemnify and hold harmless Seller and its affiliated corporations, and their respective officers, managers, agents and employees from and against any and all claims, suits, liens, judgments, damages, losses and expenses including actual reasonable legal fees and costs arising in whole or in part from any personal injury, including bodily injury or death and/or property damage related to the use or installation of Seller’s goods or products.

- 8) **Privacy:** We respect and are committed to protecting your privacy. We may collect personally identifiable information when you visit our site. We also automatically receive and record information on our server logs from your browser including your IP address, cookie information and the page(s) you visited. We will not sell your personally identifiable information to anyone.
- 9) **Security:** Your payment and personal information is always safe. Our Secure Sockets Layer (SSL) software is the industry standard and among the best software available today for secure commerce transactions. It encrypts all of your personal information, including credit card number, name, and address, so that it cannot be read over the internet.
- 10) **Genuine Parts:** Use only the Sellers recommended parts within each product family (Rapidair, Maxline, Fastpipe, etc). Do not connect other manufacturers parts, or connect different product families together, except by national pipe thread.
- 11) **International Shipping:** Engineered Specialties, LLC complies with US sanctions, defined countries put forth by the Office of Foreign Assets Control (OFAC) that we do not ship to or do business with. All customers/receivers of our product must advise us, prior to purchase, to obtain our authorization if they plan to export our products to countries other than the United States.

LIMITED WARRANTY

PRODUCTS MANUFACTURED BY THE SELLER CARRY A LIMITED ONE YEAR WARRANTY ONLY AS FOLLOWS:

PRODUCTS MANUFACTURED BY ENGINEERED SPECIALTIES, LLC., RAPIDAIR PRODUCTS DIVISION ARE WARRANTED TO BE FREE OF DEFECTS DUE TO FAULTY MATERIAL OR WORKSMANSHIP FOR 12 MONTHS FROM THE DATE OF PURCHASE. NORMAL WEAR AND TEAR IS NOT CONSIDERED A DEFECT IN MATERIAL OR WORKSMANSHIP. LIABILITY UNDER THIS WARRANTY IS LIMITED TO THE REPLACEMENT OF THE DEFECTIVE PART PROVIDED THAT THE FOLLOWING CONDITIONS ARE MET:

-THE COMPANY IS PROMPTLY NOTIFIED IN WRITING OF SUCH DEFECT IMMEDIATELY UPON DISCOVERY, AND THE DEFECTIVE PRODUCT IS RETURNED FOR INSPECTION

-THE DEFECT IS NOT DUE, WITHOUT LIMITATION, TO FAULTY INSTALLATION, MISALIGNMENT OF THE PRODUCT, VIBRATION, PRESSURE PULSATIONS, ORDINARY WEAR AND TEAR, CORROSION, ULTRAVIOLET DEGRADATION, OPERATION OUTSIDE THE PRODUCT SPECIFIED LIMITS AND USING THE PRODUCT FOR USES OTHER THAN ITS INTENDED USE

SELLER MAKES NO WARRANTY OF MERCHANTABILITY OF THE GOODS OR OF THE FITNESS OF THE GOODS FOR ANY PARTICULAR PURPOSE. SELLER MAKES NO WARRANTIES THROUGH ANY COURSE OF DEALING AND/OR PERFORMANCE BETWEEN THE SELLER AND BUYER.

THE SELLER WILL NOT PAY CLAIMS FOR LABOR, MATERIALS AND/OR OTHER EXPENSES REQUIRED TO REPLACE OR REPAIR A DEFECTIVE PRODUCT. THE SELLER'S LIABILITY IS LIMITED TO THE REPLACEMENT OF THE DEFECTIVE PART. SELLER RESERVES THE RIGHT TO MODIFY OR ALTER THE PRODUCT AT ANY TIME.

PRODUCTS WHICH WERE NOT MANUFACTURED BY THE SELLER ARE SUBJECT TO ONLY THE ORIGINAL MANUFACTURER'S GUARANTEE AND WARRANTIES, IF ANY. SELLER DOES NOT HAVE ANY ADDITIONAL RESPONSIBILITY IF ORIGINAL MANUFACTURER DENIES WARRANTY CLAIM. IN NO EVENT, (WHETHER A PRODUCT IS WARRANTED BY SELLER OR NOT) SHALL SELLER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOST PROFITS ARISING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR ITEMS SOLD HEREUNDER, WHETHER ALLEGED TO ARISE FROM BREACH OF CONTRACT, EXPRESS OR IMPLIED WARRANTY, OR IN TORT, INCLUDING WITHOUT LIMITATION, NEGLIGENCE, FAILURE TO WARN OR STRICT LIABILITY.