

# Utility Plastics, LLC

## Terms and Condition of Sale

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**LIMITED ONE YEAR WARRANTY:** The liabilities of Utility Plastics, LLC (hereinafter, “Utility Plastics” are limited solely and exclusively to replacement as set forth in the paragraph below and do not include any liability for incidental, consequential or other damage of any kind whatsoever, whether any claim is based upon theories of contract, warranty, negligence or tort and without any limitations and do not include shipping charges, labor, installation or any other losses or expenses incurred in operation of any replacement specialty item or fitting.

All Utility Plastics products are guaranteed against defects resulting from faulty workmanship or materials. Claims for labor costs and other expenses required to replace defective products or repair of any damage resulting from the use thereof will not be allowed by Utility Plastics. Our liability is limited to replacement of products acknowledged by Utility Plastics to be defective. When exposed to the elements, especially in sunny weather, plastic products such as those of Utility Plastics, will experience some sun bleaching. This is normal and not indicative of a product defect or lack of quality.

**EXCLUSIVE WARRANTIES AND REMEDIES:** The above remedies are exclusive and are given and accepted in lieu of (I) any and all other warranties, expressed or implied, including without limitation the implied warranties of merchantability and fitness for particular purpose; and

(ii) any obligation, liability, right, claim or remedy in contract or tort, whether or not arising from Utility Plastics’ negligence, actual or imputed. The remedies of customer shall be limited to those provided herein to the exclusion of any and all other remedies including, without limitation, incidental or consequential damages. No agreement varying or extending the foregoing warranties, or these limitations will be binding on Utility Plastics, unless such is signed in writing by an authorized officer of Utility Plastics.

The liability of Utility Plastics hereunder shall be limited to restoring to good working order, provided that Utility Plastics is not required to restore the product to good working order when such failure is due to causes beyond Utility Plastics’ control, including but not limited to, acts of God, acts of civil or military authority, priorities, strikes, floods, epidemics, war, riots, and other causes that are beyond the manufacturers control. These provisions are complete and exclusive statements of all terms and conditions between Utility Plastics and the consumer.

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**STANDARD TERMS:** Our standard terms are NET 30 days. All invoices are to be paid in US Currency. Title and risk of loss pass to the buyer upon shipment.

**MINIMUM ORDER AMOUNT:** \$100.00 minimum order net billing.

**FREIGHT ALLOWANCE:** It is the responsibility of the customer to determine if his purchase order meets the minimum freight allowance required. Utility Plastics reserves the right to select the carrier and point of shipment.

**ERRORS & CLAIMS:** All claims for shortage in shipment or damaged material must be noted on the “Bill of Lading” and a written request for credit submitted to Utility Plastics within 15 days of shipment. Utility Plastics responsibility ceases upon delivery to the carrier.

**RETURNED GOODS:** Returned goods will be accepted only after written approval and shipping instructions are received from Utility Plastics. A return goods authorization number is required and must be on all cartons, documents, and correspondence. All returns are subject to a 25% restocking charge, freight cost of returned goods (plus “out freight if applicable”). A higher restocking charge may be assessed against any return requiring extraordinary handling costs.

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These provisions may not be varied, supplemented, qualified, or interpreted by any prior course of dealings, written or oral or by trade usage. No Utility Plastics agent, officer or employee has authority to make any representation, promise or warranty concerning these provisions.

Effective Date: May 2022