



14601 Industrial Parkway
Cleveland, Ohio 44135

Phone: 216.362.6300
Fax: 216.267.6884
www.globepipehanger.com

TERMS and CONDITIONS

1. **DEFINITIONS.** The following definitions apply:
 - a. "Seller" means Globe Pipe Hanger Products, Inc.
 - b. "Buyer" means the person, firm, or corporation with whom Seller has offered to sell goods or from whom Seller has received an order to purchase goods.
 - c. "Material" means the goods the Buyer is to purchase or has purchased from Seller.
 - d. "Order" means Buyer's purchase order and all attachments, exhibits, and other documents referenced therein.
2. **APPROVAL AND ACCEPTANCE OF ORDERS.** All orders, including any changes thereto, shall be subject to approval and acceptance at Seller's home office.
3. **PRICES.** Prices are subject to change without notice.
4. **TAXES.** In addition to the stated prices and any other charges due, the Buyer shall reimburse Seller for all sales, use, excise, purchase transaction, or any other taxes, except for taxes based on Seller's net income, that Seller must at any time either pay or collect in connection with Material sold by Seller to Buyer.
5. **TERMS OF PAYMENT.** The purchase price shall be due thirty (30) days from delivery. A two percent (2%) discount shall apply if the purchase price is paid within ten (10) days of delivery. Payment must be in U.S. dollars and by means acceptable to Seller. Material is subject to shipment in whole, or part, at the option of Seller, and each shipment is subject to immediate invoicing. Seller may, at its election, suspend shipment or terminate the Order, if any such invoice is not paid according to the terms of payment.
6. **MINIMUM ORDER CHARGE.** Minimum invoice value is \$100.00 plus transportation.
7. **FREIGHT.** All prices are F.O.B. point of shipment. On shipments over 2,000 pounds, motor freight at the lowest published rate is allowed to all U.S. highway points within the continental United States listed in published tariffs.
8. **DAMAGE OR LOSS IN TRANSIT.** Delivery of goods to carrier at our plant or other shipping points shall constitute delivery to Buyer, and regardless of freight payment, all risk of loss or damage in transit will pass to the Buyer at that time. Buyer will make claims for loss or damage to the goods while in transit against the carrier. Seller will assist Buyer in securing satisfactory adjustment of such claims.
9. **WARRANTIES.** Seller's own manufactured products are guaranteed against manufacturing defect to one year from date of purchase. This guarantee is limited to replacement of defective material and does not include any labor, expenses, or damages contingent or accidental thereto. Seller warrants the products that it sells of other manufacturers to the extent of the warranties of their respective maker. This is Seller's sole warranty. Seller makes no other warranty of any kind, expressed or implied; and all implied warranties of merchantability and fitness for a particular purpose which exceeds Seller's aforesaid obligation are hereby disclaimed and excluded from this warranty.
10. **CLAIMS.** All claims for shortages or other nonconformity in filling Orders shall be made in writing within ten (10) calendar days after Buyer's receipt of Material.
11. **RETURN OF MATERIAL.**
 - a. Returns of any material will not be accepted without first obtaining written consent from Seller.
 - b. Material which has been specifically manufactured or modified for Buyer shall not be returnable and will not be accepted for credit.
 - c. Credit will be allowed on the basis of the price charged for the Material less a standard handling charge of twenty-five percent (25%) and less any freight charges allowed or paid by us. All returns must be sent return freight prepaid.
 - d. Material not in first class sellable condition will be subject to the total cost of conditioning such as new packaging, etc.
 - e. Items made special to Buyer's Order are not cancelable and will not be accepted for credit.

12. **LIABILITY FOR MISUSE.** Seller shall not be liable for damage to property or persons due to improper installation of material or through attempts to utilize the Material under conditions which exceed the designed capabilities. Buyer agrees to indemnify and hold Seller harmless from any and all claims, liabilities, damages, cost, and expenses asserted against Seller or incurred by Seller because of injuries to persons or damages to property resulting from the improper installation or misuse of the Material.
13. **WEIGHTS.** Weight in catalogs, price sheets, website, quotations, and acknowledgements of all Orders are approximate and in no sense guaranteed. They represent the average weight of products as made from patterns in use at time weights were compiled.
14. **ILLUSTRATIONS.** Catalog illustrations are actual representations of a certain size of each product line but do not necessarily represent all sizes in all details. Seller reserves the right to institute changes in materials, designs, and specifications, without notice in keeping with our policy of continuing product improvement.
15. **STATUTE OF LIMITATIONS.** Seller and Buyer expressly agree that any action for Seller's breach of these provisions on any contract of sale with Buyer must be commenced within one year of the date of the alleged breach.
16. **APPLICABLE LAW/FORUM.** Buyer's Order shall be governed by the domestic laws of the State of Ohio, U.S.A. Seller and Buyer agree that the appropriate state or federal court located in Cuyahoga County, Ohio, shall have exclusive jurisdiction over any case or controversy arising under or in connection with Buyer's Order and shall be a proper forum in which to adjudicate such case or controversy.
17. **SEVERABILITY.** If any provision herein shall be held to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
18. **ENTIRE AGREEMENT.** Seller's quote, including these Terms and Conditions of Sale, constitute the sole offer of Seller and shall control with respect to any purchase Order or sale of Seller's Material. No other terms or conditions, alterations or modifications shall be binding upon Seller unless accepted by Seller in writing. No modification of any of these terms will be effected by Seller's shipment of goods following receipt of Buyer's purchase order, shipping request or similar forms containing printed terms and conditions conflicting or inconsistent with the terms herein. Acceptance of delivery by Buyer will constitute Buyer's assent to these terms and conditions.