



P.O. Box 3365 South El Monte, CA 91733 626.444.0541 Fax 626.444.3887 www.Afcon.org  
**CONDITIONS AND TERMS OF SALE**

1. **Complete Agreement:** This proposal, including these Conditions and Terms of Sale, constitute the sole offer of AFCON (Seller), and shall control with respect to any purchase order or sale of Seller's products. No other terms or conditions, alternations 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.
2. **Delivery:** Seller will make every effort to complete delivery of products as indicated on Sellers acceptance of an order , but Seller shall not be liable for delays in delivery or failure to manufacture or deliver due to causes not reasonably foreseeable which are beyond its control, to include but not be limited to acts Gods, acts of civil or military authority, government priorities, labor difficulties, riots, fires, floods, epidemics, delays by carrier, contractors or suppliers, or inability to obtain materials. It is further assumed that all required information including complete final and approved design drawings and specifications and approval of shop drawings , if any is received by Seller in such time and manner as will not delay or interfere with Seller's performance. In the event of any such delay, the delivery date shall be extended not to exceed the period of such delay or in the event such delay shall continue for a period of sixty (60) days, Seller (without liability of any nature) reserves the rights to terminate any contract by written notice to Buyer.
3. **Shipment:** All products shall be carefully examined, counted and packed in accordance with good commercial practice. The cost of any special packaging or special handling in accordance with Buyer's requirements or requests, shall be added to the amount of the order. Buyer agrees to inspect the material upon delivery and claims for shortages or delivery of apparently improper or defective material will be accepted by Seller unless written notice is sent to Seller within ten (10) days from date of delivery. Seller will, in no event pay or be liable for any claim resulting from the installation or use by Buyer of apparently improper material having apparent defects or damage. Claims for shortages, products damaged or lost in transit, of F.O.B. Point of Shipment Orders, should be directed to the transportation company within ten (10) Days of receipt of shipment.
4. **Freight Allowance:** All prices F.O.B. point of shipment.
5. **Changes, Termination, Holds, Returns:** Any changes to specifications, drawings and/or quantities originally ordered must be made in writing and will be accepted by Seller only upon Buyer's written acceptance of any equitable adjustment in costs, time and material involved. Seller's election to proceed without such prior written agreement in any instance shall not be deemed a waiver of Seller's right to receive price and schedule adjustments therefore or to insist upon such prior written agreement for any subsequent changes in work.

Termination of this agreement as to any portion of goods then not shipped must be made in writing and shall be subject to any equitable adjustment as to any work in progress, costs incurred by Seller for special material and/or labor requirement etc. Buyer shall be liable for the total cost of engineering services expended, special tools and/or non-standard products manufactured or purchased specifically by Buyer. Non-standard products include any and all products which are not included in the stocking program as indicated in this price bulletin. All other products are made to order.

In case of Buyer requested holds in fabrication and/or shipment, any associated costs shall be to Buyer's account.

Seller's acceptance of return are subject to its written permission and receipt of material at Seller's plant in first-class condition. Buyer shall be credited as follows:

1. Any cost of restoring material to saleable condition will be deducted from credit memoranda.
  2. A twenty five percent (25%) handling charge shall apply to all returns.
  3. Transportation charges shall be paid by Buyer.
  4. Special fabricated purchased items and any and all items which are not included in the stocking program are considered non-Returnable.
  5. Any excess material on a Lump Sum contract is the property of the Seller, the Buyer is obligated to make the Seller aware of any excess material, no credit will be allowed for this material.
6. **Guarantee:** THIS GUARANTEE IS DIRECTED SOLELY TO THOSE BUYERS PURCHASING SELLER'S PRODUCTS FOR USE IN THE FABRICATION AND/OR CONSTRUCTION OF PRODUCTS FOR SALE TO OTHERS. NOTHING CONTAINED HEREIN SHALL BE CONSTRUED TO EXTEND THIS GUARANTEE TO "CONSUMERS" AS THAT TERM IS DEFINED IN THE MAGNUSON-MOSS WARRANTY - FEDERAL TRADE COMMISSION IMPROVEMENT ACT OR THE REGULATIONS ISSUED THEREUNDER. AFCON shall render engineering design service and furnish material in accordance with the following publications and codes: ANSI B3 1.1, 1983 Edition plus Adenda, MSS SP-58, dated 1983, MSS SP-69 dated 1983, MSS SP-77 dated 1971, and WW-H-171E.

Seller warrants that goods shall be free from defect in design material workmanship and title and shall conform, under normal use and service for which they are intended, in all respects to the terms of this contract. The Seller's obligation is limited to (at its option)



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Repairing or replacing at its factory, any products, or parts thereof which prove to the Seller's satisfaction to be defective, as a result of defective material or workmanship, within twelve (12) months from date of Seller's Invoice; provided, however, that written notice of such defects shall be given to Seller within thirty (30) days from date any such defect is first discovered.

No allowance will be made for labor expense for repairing or replacing defective products of workmanship or damage resulting from same unless previously specifically authorized by AFCON. Any product replaced pursuant to this warranty shall be subject to the same terms contained herein. Where engineering, design, or fabrication work is supplied by Buyer, or its Representative, Buyer agrees to relieve Seller of all further obligations other than as expressed in Seller's product warranty. IN NO EVENT SHALL SELLER BE LIABLE UNDER THIS WARRANTY OR OTHERWISE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE PURCHASE, INSTALLATION, REMOVAL, REPAIR, OPERATION, USE OR BREAKDOWN OF ITS PRODUCTS, OR ENGINEERING DESIGN SUPPLIED BY BUYER.

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 PARTICULAR PURPOSE WHICH EXCEED SELLER'S AFORE STATED OBLIGATION ARE HEREBY DISCLAIMED BY SELLER AND EXCLUDED FROM THIS WARRANTY.

7. **INDEMNIFICATION:** Buyer shall defend and indemnify and save Seller harmless from any and all liability and expense, including attorney's fees, arising from personal injuries, including death or damage to property, caused by reason of the improper and /or negligent installation of the pipe hangers designed and fabricated by Seller.

**WARNING:** Seller's hanger products are intended for installation and service as illustrated or described in its catalog. We are aware that these products have been used successfully for purposes other than for which they are designed. We also know that on occasion these products have failed when used as tools for erection or for some purpose other than for which they are designed.

Examples of misapplication which can result in failure include: the use of a beam clamp on a beam other than described in the Catalog; the use of concrete inserts as a grapnel for pulling pipe up to the appropriate elevation; and the suspension of clevis hangers, one under another, which can result in an accumulative load greater than the pipe hanger will support. AFCON pipe hanger products are manufactured in accordance with industry standards. Our customers should exercise care to use these products properly so as to avoid an on-the-job accident.

SELLER SHALL NOT BE RESPONSIBLE FOR THE LOSSES OR DAMAGE SUSTAINED BY BUYER OR ANY OTHER PERSON AS THE RESULT OF THE USE OF SELLER'S PRODUCT BY BUYER OTHER THAN AS ILLUSTRATED OR DESCRIBED IN ITS CATALOG.

8: **DESIGNS:** Product design is subject to change without notice.

9. **TAXES:** Any taxes subject to the purchase of our products shall be the account of the Buyer.

10. **PRICES AND PAYMENT:** Unless specifically stated in our proposal, all prices are subject to change without notice, and payment shall be due cash net thirty (30) days.

11. **MINIMUM INVOICE:** \$100.00 PER ORDER PLUS TRANSPORTATION.

**NET PRICES FOR PROTECTIVE COATINGS**

<b>PROTECTIVE COATING</b>	<b>NET PRICE/CWT.</b>
Hot Dip Galvanizing*	P.O.A.
Electro-Plating : Zinc	P.O.A.
Copper	P.O.A.
Primer: Red-Oxide or Zinc-Chromate	P.O.A.
Special Paint	P.O.A.
PVC	P.O.A.

\* Some products cannot be hot-dip galvanized due to design, material, tolerance and threaded components. Please check with office, when ordering.

Items ordered hot-dip galvanized will be supplied with electro galvanized threaded components unless otherwise specified.

The above prices are not subject to discount and apply to non-standard or special products not shown in this Base Price List.

**STANDARD FINISH DEFINITIONS**

<b>P.G.</b> = Pregalvanized	<b>CPLT</b> = Copper Plated
<b>E.G.</b> = Electro-galvanized	<b>P.V.C</b> = Polyvinyl Chloride
<b>H.D.G.</b> = Hot Dip Galvanized	<b>P.C.</b> = Prime Coat

\*\*Warning: P.V.C. COATED MATERIAL MUST BE USED WITH CAUTION! WHEN SMOLDERING OR BURNING, P.V.C. EMITS HIGHLY TOXIC HYDROGEN CHLORIDE GAS (HLC), EVEN SHORT TERM EXPOSURE MAY BE HAZARDOUS.