

Terms and Conditions

Credit

Credit for goods to be sold must be established by P & F Distributors' Credit Department. Until such credit is established, purchases by customers will be on a Cash-on-Delivery (C.O.D.) basis. Credit may be established by completing the P&F Distributors CONFIDENTIAL CREDIT APPLICATION followed up with three qualified credit history references.

Terms and Conditions

P & F Distributors' terms are NET 30 DAYS. Payment for merchandise delivered will be made as per these terms, and if payment is not made within terms a service charge of 1.5% per month, or 18% per annum simple interest will be made on overdue balances. In the event of litigation, the prevailing party shall be entitled to recover costs and reasonable attorneys' fees.

Quotes

- * CUSTOMER IS RESPONSIBLE FOR FINAL TAKEOFF.
- * Pricing is based on quantities quoted. Quantity changes or partial shipments may result in price changes. All pipe quoted is subject to prior sale.
- * P&F expressly reserves the right to equitably adjust the contract price at any time prior to shipment in the event that material costs increase for reasons beyond the control of P&F.
- * Purchaser agrees and accepts that all sales by P & F Distributors are governed by P & F Distributors Terms and Conditions of Sale which supersede all terms and conditions of purchaser.

Cancellation

Cancellation of orders may be made only with the written approval of P & F Distributors. Orders under manufacture or in shipment may not be cancelled.

Delivery

Delivery schedule changes for pipe or fittings made by the manufacturers are beyond P & F Distributors' influence and are not P&F's responsibility.

Return Goods

Standard items returned for credit are subject to a Restock Charge of 35% minimum. Nonstandard items are subject to a Restock Charge of 35% to 70% depending on the product. Special Order items are non-returnable and non-refundable. Gas piping products may or may not be returnable. **All returned products must be pre-approved and inspected for condition.**

Inspection

All discrepancies must be reported by the buyer within seven (7) days of delivery of the goods. Remedies for damaged product shall in no event exceed the original purchase price of the product.

Warranty

In connection with the products or engineering data described herein, P&F expressly disclaims all warranties, either express or implied, including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose.

P&F neither assumes nor authorizes any other person to assume for P&F any liability in connection with the sale of the described products.

P&F's disclaimer of warranties does not affect, in any manner, the terms of any warranty from the manufacturers of the described products that may be applicable.

Engineering Data

The Engineering Data presented in this website is not to be used in lieu of a Professional Engineer. You must use a Professional Engineer to confirm the suitability of the products described herein for your application.

Disputes

All disputes shall be resolved by binding arbitration according to the rules of the JAMS and the laws of the State of California. Prior to proceeding with any legal action, the parties shall participate in mediation before a mediator acceptable to both parties. In the event legal action is commenced in connection with any information herein, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

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| <i>San Francisco</i> | <i>511 Tunnel Avenue, Brisbane, California 94005</i> | <i>415-467-4630</i> | <i>FAX 415-467-1010</i> |
| <i>Los Angeles</i> | <i>1304 E. San Bernardino Ave., San Bernardino, CA 92408</i> | <i>909-799-7800</i> | <i>FAX 909-799-5558</i> |
| <i>Bakersfield</i> | <i>4039-C Well Tech Way, Bakersfield, CA 93308</i> | <i>661-589-7300</i> | <i>FAX 661-589-7377</i> |
| <i>Reno</i> | <i>675-B Edison Way, Reno, NV 89502</i> | <i>775-856-1888</i> | <i>FAX 775-856-1844</i> |