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TERMS OF USE

1. Ames Fire & Waterworks pricing and product data is subject to change without notice and supersedes all previous versions.
2. Ames Fire & Waterworks data is to be used as provided. Watts is not responsible for data that is manipulated or changed in anyway by the end user.
3. Ames Fire & Waterworks is not responsible for data improperly converted or imported into end user business applications.
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TERMS AND CONDITIONS

Ames Fire & Waterworks Backflow Prevention Products Price List (PL-Ames, PL-A-RP-BPD)

Freight Terms: All shipments are F.O.B. shipping point. Shipments from factory less than 1000 lbs. are F.O.B. factory. Factory shipments OF \$5000 and over within the continental U.S.A. will be prepaid and allowed when made at the lowest motor carrier transportation rate.

Terms of Sale: All sales are F.O.B. shipping point.

Payment Terms: The invoices are due and payable 30 days from the date of invoice, A 2% cash discount allowed on net amount of invoice if paid on or before the 10th of the following month. Invoices dated on or after the 25th will be considered as dated the first of the next month. Postmark on envelope will be considered date of check.

Purchase Order Forms: Orders submitted on customers own purchase order forms will be accepted only with the express understanding that no statements, clauses, or conditions contained in said order form will be binding on the Seller if they in any way modify the Seller's own terms and conditions of sales.

Stocking Wholesaler Minimum Charge: A minimum billing charge of \$100.00 applies to shipments F.O.B. factory. Stocking Wholesalers Customers are encouraged to order sufficient materials to avoid this charge which is necessitated by costs of processing small orders.

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Special Products: Orders for special or modified products are non-cancelable.

Limited Warranty: Ames Company warrants each product to be free from defects in material and workmanship under normal usage for a period of one year from the date of original shipment. In the event of such defects within the warranty period, the Company will, at its option, replace or recondition the product without charge. This shall constitute the sole and exclusive remedy for breach of warranty, and the Company shall not be responsible for any incidental, special or consequential damages, including without limitation, lost profits or the cost of repairing or replacing other property which is damaged if this product does not work properly, other costs resulting from labor charges, delays, vandalism, negligence, fouling caused by foreign material, damage from adverse water conditions, chemical, or any other circumstances over which the Company has no control. This warranty shall be invalidated by any abuse, misuse, misapplication or improper installation of the product.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Any implied warranties that are imposed by law are limited in duration to one year.

Some States do not allow limitations on how long an implied warranty lasts, and some States do not allow the exclusion or limitation of incidental or consequential damages. Therefore the above limitations may not apply to you. This Limited Warranty gives you specific legal rights, and you may have other rights that vary from State to State. You should consult applicable state laws to determine your rights.

Service Policy: For inoperative products beyond the warranty period, we assume no liability for replacement of valves due to service conditions beyond our control.

Returned Goods: No material shall be returned without authorization. When credit is issued it will be at the price charged, or prevailing price if lower, less handling charged based on costs of reconditioning, boxing, etc. Products which are obsolete or made to special order are not returnable.

Note: Prices and terms are subject to change without notice and supersede all previous quotations. The right is reserved to change or modify products design or construction without prior notice and without incurring any obligation to make such changes and modifications on products previously or subsequently sold.