

# **JABSCO-USA – INDUSTRIAL PRICE BOOK**

## **TERMS AND CONDITIONS OF SALE**

### **SALES POLICY**

- Jabsco's products are sold through our established distribution network. Therefore, possession of our catalogs and/or price list(s) does not infer an offer to sell.

### **STANDARD TERMS**

- 1% 20, Net 30 Days from Invoice Date.
- A service charge of 1-1/2 percent per month shall be imposed on all invoices not paid when due.

### **FREIGHT**

- FOB (C) Costa Mesa, CA or (S) Springfield, OH
- Freight will be allowed on a per order basis for orders of \$3,500 net min. to a single destination and is available to distribution customers whose open account payments are consistently maintained in a "current" status. Inconsistent payment patterns or past due balances may cause the discontinuance of freight allowance privileges by management.
- Above freight allowance applies only for shipments within Continental USA.
- For shipments to Alaska and Hawaii, qualifying freight will be allowed not to exceed 4% of the value of the invoice.
- Freight will be not allowed on late payments.

### **CONDITIONS**

- All orders shipped to nearest full standard carton.
- All orders subject to credit approval.

### **STANDARD RETURN GOODS POLICY**

- Goods shall not be returned without a Return Material Authorization number (RMA) issued by Jabsco.
- The RMA must be listed on the packing list accompanying the return.
- Only current part numbers in current packaging may be returned.
- Restocking and repackaging charges may apply to returns.
- All shipping charges must be prepaid.

### **WARRANTY**

- Repairs and allowances are governed by the terms and conditions of the Jabsco Limited Warranty.
- See information on Factory Authorized Warranty Service Centers or contact Sales Office for additional information.

## One Year Limited Warranty

### A. LIMITED WARRANTY:

Jabsco warrants that at the time of shipment, the products manufactured by Jabsco and sold hereunder shall be in conformity with applicable written specifications and descriptions referred to or set forth herein, free from defects in material and workmanship, merchantable, and suitable for a particular purpose, provided such is implied by State law under the circumstances of this sale.

### B. WARRANTY ADJUSTMENT:

1. Jabsco agrees to repair or furnish a replacement for, but not to remove or install, any product or component thereof which, within one (1) year from date of purchase, shall upon test and examination by Jabsco prove defective within the above warranty. Receipt verifying purchase date is required to obtain adjustment.
2. Buyer shall notify Jabsco of any defect within this warranty no later than ninety (90) days after the defect is discovered.
3. No product will be accepted for return or replacement without the prior written authorization of Jabsco. Upon such authorization, and in accordance with instructions from Jabsco, the product will be returned to Jabsco, shipping charges prepaid by Buyer. Products returned to Jabsco will be addressed as follows:

**JABSCO**  
**1485 Dale Way**  
**Costa Mesa, CA 92626-3998**

Or to such alternate locations as may be designed on the product, its container, or this sheet. Repair or replacement made under this warranty will be shipped prepaid to Buyer.

### C. EXCLUSIONS FROM WARRANTY AND LIMITATION OF LIABILITY:

1. The foregoing warranty is limited solely as set forth herein and applies only for the period designated above.
2. JABSCO SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, SPECIAL OR CONSEQUENTIAL DAMAGE OF ANY KIND, WHETHER BASED UPON WARRANTY, CONTRACT, NEGLIGENCE, OR STRICT LIABILITY ARISING IN CONNECTION WITH THE SALE, USE, OR REPAIR OF THE PRODUCT.
3. THE MAXIMUM LIABILITY OF JABSCO IN CONNECTION WITH THIS WARRANTY SHALL NOT IN ANY CASE EXCEED THE CONTRACT PRICE FOR THE PRODUCT CLAIMED TO BE DEFECTIVE OR UNSUITABLE.
4. This warranty does not extend to any product manufactured by Jabsco which has been subjected to misuse, neglect, accident, improper installation, or use in violation of instructions furnished by Jabsco.
5. This warranty does not extend to or apply to any unit which has been repaired or altered at any place other than Jabsco's factory, or by persons not expressly approved by Jabsco, nor to any unit the serial number, model number, or identification of which has been removed, defaced or changed.
6. Components manufactured by any supplier other than Jabsco shall bear only that warranty made by the manufacturer of that product.
7. This warranty applies to products defined as "consumer products" by the Consumer Product Warranties Act as from time to time amended.

### D. CONSUMER RIGHTS:

This warranty gives you specific legal rights, and you may have other rights which vary from state to state. Some states do not allow exclusion or limitation of damage.

### STANDARD WARRANTY:

If the products manufactured and sold hereunder are not Consumer Products, the warranty extended to Buyer shall be as set forth in subparagraphs (A), (B), and (C), EXCEPT THAT ALL EXPRESS OR IMPLIED WARRANTIES OR MERCHANTABILITY OR SUITABILITY FOR ANY PARTICULAR PURPOSE ARE EXCLUDED.

**NOTE OUR SALES DIRECT FAX**  
**(949) 859-1254**  
**or (949) 857-1153**

**Jabsco**



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