



"QUALITY BY
DESIGN"

CORPORATE OFFICES AND FACTORY
PO BOX 2097
533 EAST THIRD STREET
BEAUMONT, CA 92223
(951)845-3161
FAX (951)845-7644

STANDARD WARRANTY

Dura Plastic Products, Inc. ("Sellers") warrants to the original Buyer only, that all products shall be free from defects in design and manufacture for a period of three years from the date of delivery, provided that such products are installed, used and/or adjusted only in strict accordance with the appropriate guidelines.

DO NOT USE OR TEST DURA PRODUCTS WITH COMPRESSED AIR OR GAS. DO NOT USE DURA PRODUCTS WITH COMPRESSED AIR OR GAS SYSTEMS.

MODIFICATION OF FITTINGS VOIDS WARRANTY. In no event shall the foregoing warranty extend to any products in any way caused or allowed to be, or installed, operated or used in such a manner as to be, subject or exposed to conditions of misuse, abuse or accident. The sole obligation of Seller, and the exclusive remedy of Buyer under this warranty, under any other warranty, expressed or implied, under any rule of law including strict liability, negligence, indemnity, or otherwise, is the replacement of the defective goods by Seller, or at Seller's sole election, the return of the purchase price of the defective goods.

Any products returned by Buyer to Seller under the foregoing terms shall be returned to Seller's place of business freight prepaid, accompanied or preceded by Buyer's particularized statement of the claimed defect. The risk of loss and freight charges to and from Seller in connection with any returned products shall be borne by Buyer, but Seller shall bear such additional freight charges arising in connection with any such returned products ultimately determined by the Seller to be defective under the terms of the foregoing warranty.

The agreement of Seller to sell its products is expressly conditioned upon the Buyer's assent to, and Seller agrees to sell its products upon, all terms and conditions set forth above and on the face hereof. Buyer's acceptance of any products provided under this sale shall constitute such assent.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. NO WARRANTY OF MERCHANTABILITY, NO IMPLIED WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE, AND NO IMPLIED WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE IS GIVEN BY SELLER OR SHALL ARISE BY OR IN CONNECTION WITH THIS SALE AND/OR THE SELLER'S AND/OR BUYER'S CONDUCT IN RELATION THERETO OR TO EACH OTHER, AND IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING IN ANY WAY IN CONNECTION WITH ANY PRODUCTS OF THE SALE.

MINIMUM BILLING: Minimum billing requirement is \$50.00 net.

RETURNED MERCHANDISE: No merchandise will be accepted for return without authorization. Merchandise must be returned freight prepaid and will be subject to a 20% handling charge.

TERMS: Invoices are due and payable thirty (30) days from date of invoice. A two (2) percent prompt payment discount on net amount of invoice **Excluding Freight** will be allowed if paid by the 10th. All orders received after the 25th of the month will be considered as of the 1st of the following month for billing purposes.

FREIGHT: Prepaid on orders for products totaling \$1,000.00 net for one shipment to single destination within the contiguous United States.

Possession of this price list shall not be construed as an offer to sell the products listed.