



## Terms & Conditions of Sale – Residential Products

**Master Agreement** - This Master Agreement (“Agreement”) applies to all proposals, purchase orders and any other documents or forms issued by the buyer (“Buyer”) or Allied Moulded Products (“Seller” or “Allied”) in connection with the purchase and sale of products from Allied. This Agreement and the terms contained herein shall govern any transaction within the scope of this Agreement, and no inconsistent term and/or additional term or condition of any kind in any such purchase order, proposals, and/or other documents shall be applicable in any way to a transaction within the scope of this Agreement.

**Orders** - All orders are subject to acceptance by Allied Moulded Products (“Allied”).

**Price Quotation** – Quotations and agreements for the purchase of goods from Allied are limited to the terms and conditions contained herein and any additional terms found on a price quotation from Allied, including the terms found on the back of this quotation. Any additional or different terms proposed by any current or past accounts to Allied are deemed to be material alterations, and notice is hereby given that Allied objects to such additional or different terms. Pursuant to UCC 2-207, any such additional or different terms shall be deemed void.

**Prices** - Orders are accepted with the understanding that all goods will be billed to the customer at the price in effect at the time of shipment.

**Promise Dates** - Any anticipated or requested dates for shipment of all or part of any order, whether given prior to or after the placement of said order, is estimated to the best of Allied's good faith ability but is not guaranteed. Allied is not liable for any damages, losses, or claims due to its inability to meet such expected or promised dates for shipment.

**Terms** – Payment terms may vary and will be specified and agreed upon in each individual order and invoice.

**Minimum Billing** - Orders for less than \$100.00 value will be billed at \$100.00 plus transportation charge.

**Freight** - Freight charges will be prepaid and allowed on a “Basic -25% List” \$2500 NET single release order of standard items, which is to be routed to a single destination within the continental limits of U.S. Prepaid freight orders will be shipped via Allied’s selected carrier. Additional delivery charges such as, but not limited to, expedited, liftgate, and jobsite delivery will be the responsibility of purchaser. Shipments to points outside the continental limits of the U.S. are F.O.B. shipping point with freight prepaid on a minimum \$2500 NET and to nearest point of embarkation. Shipments by UPS, FEDEX, USPS, or other parcel service will require written authorization by the customer to add freight/delivery charges to the invoice.

**Return Material** – Returned goods will not be accepted without prior written authorization. Special order, obsolete, discontinued, or materials over 12 months old will not be accepted for return and are taken as-is unless specifically provided hereinbelow. Allied will consider for return: A. Standard catalog items only. B. Standard carton quantities in original cartons and packaging. C. Materials of current design. Upon approval, the terms of the credit for such returns are: A. The original purchase price less any cash discounts. B. Less 20% restocking charges. C. Less all freight charges paid by Allied. D. Less all repack costs incurred in placing the goods in saleable condition. Repack costs = 15% based on purchase price. E. Must be returned freight PREPAID. F. Copy of RMA must be returned with material. Allied will accept return of merchandise which is defective or was supplied in



error, by Allied, for full credit. Allied reserves the right to determine the receiving point of such returns, regardless of shipping point.

**Rework** - Under no circumstances will credit be allowed without prior written authorization by an official of Allied for rework on any materials.

**Cancellation** - All or part of an order of STANDARD items accepted by Allied may be cancelled without charge if written instructions are received prior to shipments. Partial cancellation may affect the pricing of remaining order. Orders for SPECIALS are not cancelable unless purchaser agrees to remit to Allied an amount, determined by Allied, covering costs, etc., incurred up to the point that such cancellation notice is received by Allied in connection therewith.

**Loss or Damage in Transit** - Allied's responsibility for shipped products ceases with delivery of said products to the carrier, at which time title passes to the purchaser and all claims for loss, damage and/or delay must be made to the carrier by the purchaser. Assistance in the form of shipping document copies will be made available by Allied upon request. Claims for shortage and/or loss must be made with the carrier at the time of delivery and noted on the carrier's delivery receipt. Purchaser is responsible for confirming both carton and pallet counts upon delivery.

**Taxes** - The amount of any present or future sales or other similar tax applicable to the material goods sold hereunder shall be added thereto.

**Clerical Errors** - All clerical errors are subject to correction.

**Catalog Specifications** - Catalog weights and dimensions are subject to change at the discretion of Allied.

**Warranties** - Allied warrants goods manufactured by it to be free from defects in materials and workmanship for a period of one year from the date of shipment from its plant. If within such period any such goods shall be proven to Allied's satisfaction to be so defective, then and in that event such goods shall be repaired or replaced at Allied's option. Such correction or replacement of defective goods shall constitute a fulfillment of all liabilities in respect of such goods. THIS WARRANTY IS IN LIEU OF ANY EXPRESSED OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER OBLIGATION ON THE PART OF ALLIED. Allied's total liability under this limited warranty for the repair or replacement, or any defective components thereof, shall not exceed the original purchase price for said goods. ALLIED SHALL NOT IN ANY CIRCUMSTANCES BE LIABLE WHETHER AS A RESULT OF BREACH OF AGREEMENT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHER GROUNDS FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF GOODS OR ASSOCIATED PRODUCTS, BUSINESS INTERRUPTION, COST OF CAPITAL, COST OF SUBSTITUTE GOODS, FACILITIES OR SERVICES, DOWNTIME COSTS, OR CLAIMS OF CUSTOMERS OF PURCHASER FOR SUCH DAMAGES.

**Waiver and Choice of Laws** - The failure of Allied to insist in any one or more instances, upon the performance of any of the Terms and Conditions as set forth herein or the failure of Allied to exercise any of its rights hereunder shall not be construed as a waiver or relinquishment of any such terms, conditions, or rights hereunder and shall not affect Allied's right to insist on strict performance and compliance with regard to any future performance of these Terms and Conditions. All transactions shall be governed by the laws of the State of Ohio, United States of America, excluding conflict law rules. Any dispute relating to any order under these Terms and Conditions may



**ALLIED  
MOULDED  
PRODUCTS, Inc.**

222 North Union Street • Bryan, Ohio 43506 USA  
Manufacturer of Nonmetallic Electrical Boxes & Enclosures

only be brought in the state and federal courts covering Williams County, Ohio, which shall have exclusive jurisdiction over such matters.

**Modification** - These Terms and Conditions may only be altered in a writing signed by Allied. If a conflict exists between these Terms and Conditions and a price quotation issued by Allied, these Terms and Conditions shall govern.

**Industry Standards** - UL® Listing -- Outlet boxes, box extensions and covers conform to UL Standard No. 514-C, File E-30594 as marked. Lamp holders conform to UL Standard No. 496, File E-68415. FEDERAL SPEC. -Boxes and covers UL Listed meet Federal Specification W-J805. Allied's UPC Manufacturer I.D. number is 85339.

By doing business with Allied Moulded Products, the purchaser agrees to these terms and conditions. Please note, these terms and conditions are subject to change without notice. Be sure to consult this document periodically to stay informed of any changes.