

HDPE Conduit Terms and Conditions

Power and Communications Conduit

Terms & Conditions

TERMS AND CONDITIONS

All purchase orders submitted by the customer pursuant to this quotation, and accepted by OSI Plastics, A Division of Ohio Steel Industries, Inc., are subject to the following terms and conditions which are an integral part of this quotation and shall govern whether and wherever they modify, conflict with, or contradict the printed form provisions of the customer's purchase orders.

ACCEPTANCE OF CONTRACT TERMS

1. Quotation is based on the specifications supplied if written, or if verbal on the information given and as interpreted by the correspondent. This quotation is offered for acceptance within 30 days from the date thereof, and being dependent upon market conditions, is subject to change without notice.

2. The customer's acceptance of the quotation by customer's purchase order or otherwise, constitutes a contract subject to the terms and conditions set forth herein, and said contract shall not be changed, canceled, altered or suspended, except by our written consent and upon terms and/or with payments that will indemnify and protect us against loss.

3. No variation of these terms and conditions, by customer's purchase order or otherwise, is authorized or valid unless made in writing and signed by or on behalf of OSI Plastics, a Division of Ohio Steel Industries, Inc by the General Manager at its office in Columbus, Ohio.

4. This quotation is subject to correction for clerical and typographical errors.

5. We reserve the right to over-ship ten (10%) percent of the specified amount of the order, the difference to be paid for or allowed at the prevailing price.

7. Prices include standard packaging unless otherwise stated.

DELIVERY

8. Performance and delivery pursuant to this quotation are subject to interruptions and delays due to strikes, fire, acts of God, acts of terrorism, accidents, and other causes beyond our control.

9. Prices are subject to change without notice.

CREDIT

10. All contracts and orders are subject to credit approval and to our written acceptance, we may, at any time, alter or suspend credit, refuse shipment or cancel unfilled orders when in our opinion the financial condition of the purchaser, or the status of his accounts warrants it, or when delivery is delayed by the fault of the purchaser, or the purchaser is delinquent in any payment.

ORDER CHANGES

11. Alterations in dies, approval of samples, changes in delivery specifications, and instructions of every kind must be submitted to us by the customer in writing and accepted by us in writing.

SAMPLES

12. Samples submitted by us for customer's approval shall be deemed approved if notice of rejection is not received within ten (10) days after date of delivery thereof by us to the carrier. No production quantities will be run on any new or reworked die without written approval from the customer of sample parts run from such die.

PRODUCT LIABILITY

13. A drawing provided by the Customer is the design desired by the customer. Nothing herein should be considered to be a warranty of any kind with respect to the, actual performance of any part made in accordance with this drawing. The ultimate design, testing and selection of materials for construction of such parts rest solely with the customer. OSI Plastics, a Division of Ohio Steel Industries, Inc disclaim all expressed and implied warranties, including the implied warranties of merchantability and fitness for a particular purpose.

14. Our liability for defective products or parts shall be limited to the value thereof and credit in full shall be rendered on all such products or parts provided that we have had an opportunity to inspect them and authorize their return within 15 days after date of shipment to you. No credit will be issued on any products or parts, which have been altered or defaced in anyway, or upon which any additional operation has been performed. We will not assume liability, or be responsible for products or parts lost or damaged in transit.

PATENT INFRINGEMENT

15. It is expressly understood and agreed that the products or parts furnished pursuant to this quotation and customer's accepted order do not infringe any patents, and we claim protection from any claims or suits resulting from infringement of patents on the part of the customer, who shall indemnify and save us harmless therefrom, and we are not to be held responsible or liable for the artistic, mechanical, functional, or practical advantages or disadvantages in design or construction of said products or parts.



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