



2019/2020 Policy and Conditions of Sale

This statement of Policy and Conditions of Sales supersedes all previous Policy and Conditions as stated by **XCAD USA**, hereinafter collectively and individually referred to as the "Company". This will apply to all XCAD, Aqua Burst, Pressure Guard, X-Gate, Seal Matic and OEM made products sold by XCAD unless otherwise stated in writing.

Prices, Terms and Specifications

PRICING: Prices listed in our catalog are recommended list prices F.O.B. the "Company". Prices are subject to change without notice and shall be those in effect at time of shipment. All prices are in U.S. dollars.

DEALERS: Sales are made through authorized distributors, OEM's and/or dealers only. Possession of our catalog does not constitute an offer to sell our product. All orders are subject to acceptance by the "Company".

TAXES: The purchaser shall reimburse the seller for any sales, use, occupation, excise, or other taxes in connection with the sale, which will be charged by invoice. The purchaser will not be invoiced for tax on items that are exempt with an appropriate tax exemption certificate.

TERMS: All orders are subject to the approval and conditions of the "Company's" credit department. Payment terms are net 30 days unless otherwise specified in writing. Cash discounts, if applicable, will be stated on the invoice. Freight or other net priced items are not subject to further discount. Interest may be charged on all past due invoices at the current rate allowed by law. Any check returned for non-sufficient funds will be subject to a \$100.00 handling charge.

SPECIFICATIONS: The "Company" policy is one of continuous improvement. The "Company" reserves the right to make changes to designs or specifications without notice or incurring obligation.

CANCELLATION: Standard items may only be cancelled if request is made prior to shipment. Special or custom-made items may not be cancelled unless cancellation precedes the item being in the process of manufacture. Such cancellations will only be allowed after full costs expended in the process of manufacture have been fully reimbursed.

SECURITY INTEREST: Buyer acknowledges that the "Company" will retain a purchase money security interest in the goods sold until the purchase price has been paid in full and all other conditions of sale fully performed.

Freight, Returns and Delivery

DEALER FREIGHT ALLOWANCE: On orders equaling \$10,000 net or more, freight will be prepaid on domestic shipments (excluding X-Gate products and butterfly valves) to the first destination in the continental United States. The "Company" reserves the right to select the carrier and method of delivery. **Dealer only, does not apply to authorized distributors or OEM's.**

DAMAGE CLAIMS / SHORTAGES: Freight shortages and damage claims due to transportation shall be made directly to the transportation provider. Shipments should be carefully examined upon arrival, prior to delivery receipt being signed. If any loss or damage is evident, it should be noted on the delivery receipt. Have the driver initial such exceptions. The contents of all packages should be examined within 48 hours for concealed damage. Contact the carrier to arrange for the prompt inspection of any damaged goods. If replacement for damaged or lost items is needed, the purchaser will give the seller a new order marked "replacement for the same". The purchaser shall pay the invoices for such replacement and request a duplicate receipt to be filed with his claim against the carrier. All claims for shortages must be made within 10 days of receipt of shipment. Claims need to identify item, quantity, package list number, invoice number, and date of shipment.

RETURNS: The return of current catalog merchandise in saleable condition may be subject to a 25% restocking charge. All returns must be accompanied by a "Company" approved Return Authorization. Specials, non-current catalog items, custom fabricated or modified items will not be accepted for return. Items not listed in the current "Company" catalog or items purchased more than one year prior to the request date will not receive authorization. All returns must be shipped freight prepaid unless otherwise specified on the Return Authorization. Return parts may be subject to a rework charge. All returned merchandise will be credited to the purchaser's account unless otherwise specified on the Return Authorization.

DELIVERY: The "Company" accepts no liability for delay in delivery caused by circumstances arising beyond the control of the "Company". These circumstances include but are not limited to delays of carriers or suppliers.

Manufacturers Limited Warranty

All products sold and/or manufactured by the "Company" are warranted to be free of defects in material and workmanship for a period of one year from the date of delivery unless otherwise specified. Specific product line warranties may supercede this warranty. No warranty will extend beyond the description of goods sold on the "Company" invoice. Except as expressly provided herein, all warranties expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose or use, are hereby excluded and disclaimed. The buyer assumes all risk and liability resulting from use of products purchased. Any misuse, neglect, modifications or use for purposes not approved by the "Company" shall completely void any warranty claim. The "Company" at its sole discretion shall have the option to repair or replace, part or all of the defective product or provide full or partial refunds for same. Any warranty claim must be made in writing within the applicable warranty period and postmarked within 30 days after the discovery of the defect. Warranty does not include any installation, attorney fees or transportation costs, which must be borne by the purchaser. "Company" reserves the right to define this warranty or any other warranty of the "Company" as it sees fit.

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Aqua Burst® Brass Impact 3-Year Bearing Warranty on Select Models AL30, HF-30, HF30AL

Select Aqua Burst® Brass Impact Sprinklers carry a three-year bearing limited warranty. This warranty applies to the Aqua-Burst™ brass impact sprinkler bearings and bearing components which are installed as specified and used for normal irrigation purposes. This warranty applies only to cataloged brass impact sprinkler bearings which have not been altered, converted, damaged, misused or misapplied. This warranty does not cover products adversely affected by the system into which the sprinkler bearings are incorporated; including system failure, improperly designed, installed, operated or maintained systems, or systems using water containing corrosive chemicals, electrolytes, sand, dirt, silt, rust, oil, petroleum or hard water deposits. This warranty does not cover component failures caused by use of additional lubricants such as oil, grease, anti-seize, pipe dope or any other petroleum or non-petroleum based lubricant. This warranty does not cover failure caused by lightning strikes, electrical surges, freezing or any 'Acts of God'. Bearings on, or intended for all other Aqua Burst™ brass, plastic and zinc sprinklers are not included in this extended warranty. "Company" reserves the right to define this warranty or any other warranty of the "Company" as it sees fit.

Aqua Burst™ X-Series Full/Part Circle Brass Impact 2-Year Warranty on Select Models X25ED, X25EDS, X35ED, X65ED, X65EDS, X85ED18, X85ED24

Select Aqua Burst™ X-Series Full/Part Circle Brass Impact Sprinklers carry a two-year extended limited warranty. This warranty applies only to X-Series Full/Part Circle sprinklers listed above which are installed as specified and are used for normal irrigation uses and purposes. This warranty does not cover products adversely affected by the system into which the sprinklers are incorporated including, system failure, improperly designed, installed, operated or maintained systems, or systems using water containing corrosive chemicals, electrolytes, sand, dirt, rust, oil, petroleum or hard water. This warranty does not cover component failures caused by use of additional lubricants such as but not limited to oil, grease, anti-seize, pipe dope or any other petroleum or non-petroleum lubricant. This warranty does not cover failure caused by lightning strikes, wind damage, electrical surge, pivot and wheel line crashes, industrial accidents, freezing or any "Acts of God". The "Company" reserves the right to define this warranty or any other warranty of the "Company" as it sees fit.

Seal-Matic® Warranty and 3-Year Limited Warranty

All Seal Matic® valves and Seal Matic® OEM name plate valves are warranted to be free of defects in materials and workmanship for a period of one year or one season whichever is less from the date of delivery unless otherwise specified in writing. Specific OEM warranties may supersede this warranty. No warranty will extend beyond the description of goods sold on the "Company" invoice except as expressly provided herein. All warranties express or implied, including any implied warranty of mechanical ability or suitability for a particular purpose or use, are hereby excluded and disclaimed. The Buyer assumes all risk and liability resulting from use of "Company" products purchased. Any misuse, neglect, modifications or use for purposes not approved by standard practice of the "Company" shall be completely void of any warranty claims. The "Company" at its sole discretion shall have the option to determine whether to warranty, repair or replace, part or all of the defective product or provide full or partial refund for same. Any warranty claim must be made in writing within the applicable warranty period and postmarked within 30 days after the discovery of the defect. Warranty does not under any circumstances include any installation, attorney fees, or transportation costs which must be borne by the purchaser of "Company" product. Seal-Matic® valve diaphragms have a limited warranty for three years for replacement diaphragms only. The "Company" reserves the right to define this warranty or any other warranty of the "Company" as it sees fit.

Aqua Burst® X100 End Gun™ One-Year limited Warranty with Three-Year Service Plan

XCAD USA / Aqua Burst® X-100 End Gun™ sprinklers are warranted for one year from date of original sale to be free of defective materials and workmanship when used within the working specifications for which the product was designed and intended and under normal use and service. This warranty includes an additional three (3) year service plan from the date of purchase for repair of any non-functioning X-100 End Gun™ due to defective materials and workmanship or excessive wear when used in normal working conditions. Dated receipt with serial number required as proof of purchase. The manufacturer's liability under this warranty is limited solely to repair of defective parts and labor and the manufacturer will not be liable for any freight, crop loss or other consequential damages resulting from defects, excessive wear or breach of warranty. This warranty is expressly in lieu of all other warranties, express or implied, including the warranties of merchantability and or liabilities of the manufacturer. No agent, employee or representative of the manufacturer has the authority to waive, alter or add to the provisions of this warranty, nor make any representations or warranty not contained herein. The "Company" reserves the right to define this warranty or any other warranty as the "Company" sees fit.

Address all warranty claims to:

XCAD USA
P.O. BOX 578
PAUL, ID 83347
xcad@pmt.org

2018 TARIFFS

Due to the changes in trade brought forth from the Trump Administration, all products, sold or manufactured by **XCAD USA**®, that incur a tariff could receive a surcharge equal to the duty percentage incurred by **XCAD USA**®. Only those products taxed by the US Government will be issued a surcharge and the surcharge will be equal to the percentage rate paid by **XCAD USA**® (i.e. a 25% tariff charged to **XCAD USA**® will be a 25% surcharge on the individual product cost to the distributor.