



Terms & Conditions

TERMS, CONDITIONS AND GUIDELINES OF SALES

1. All orders are subject to approval and written acceptance by SIGMA Corp.
2. **PRICES:** Prices are subject to change without notice, except that prices in responses referencing specific RFQs ("Project Prices") submitted for Project Jobs will be honored for 90 days from the date on the response, unless modified or revoked in writing within that time. Buyer must make specific request if longer lead time is required when the RFQ is processed for quotation. Prices, including Project Prices, exclude all Tax Amounts, as set forth in Section 6 below. **FOR THE AVOIDANCE OF DOUBT, BUYER WILL BE RESPONSIBLE TO PAY FOR ANY PRICE INCREASE, INCLUDING FOR PROJECT PRICES, DUE TO THE IMPOSITION OF A TARIFF, OR INCREASE IN CUSTOM DUTIES, OR ANY TRADE REGULATION IMPOSED BY ANY GOVERNMENT ON ANY GOODS OR PRODUCTS SOLD HEREUNDER IF IMPOSED SUBSEQUENT TO ANY PRICE QUOTED AND PRIOR TO DELIVERY.**
3. **SHORTAGES:** All sales are F.O.B. Shipping Point. Any damage or shortage must be noted on the delivery bill of lading or our packing list and acknowledged by the delivering carrier's agent. **All claims for damage or shortage must be made in writing within 7 (seven) days of receipt of material.**
4. **DELIVERY OF MATERIAL:** SIGMA will make use of its reasonable best efforts to deliver within the time requested in an order. Notwithstanding any such request, SIGMA Corp. shall have no liability for damages or loss of any kind, liquidated or unliquidated, direct, or indirect, including damages for loss of use, and even if advised of their possibility, resulting from any delay in meeting shipping schedules or delivery dates.
5. **WARRANTY; LIMITATIONS:**
 - (a) SIGMA gives warranty for material furnished under its trade names "SIGMA" against any defects in material or workmanship subject to normal use, for a period of one year after date of shipment. For any breach of the foregoing warranty where SIGMA Corp. has received written notice of the warranty claim from Buyer within such 1-year period, as Buyer's sole and exclusive remedy, SIGMA will replace the defective product at the delivery point or, at its option, repay price paid for the product plus any transportation charges paid by Buyer in addition to such price. **EXCEPT FOR THE EXPRESS LIMITED WARRANTY IN THIS SECTION 5(a), THE GOODS SOLD AND ALL MATERIALS FURNISHED, UNDER THIS AGREEMENT ARE PURCHASED BY THE BUYER "AS IS" AND SIGMA CORP. DOES NOT PROVIDE ANY WARRANTY FOR SUCH GOODS OR MATERIALS, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES THAT THE GOODS OR MATERIALS ARE OF MERCHANTABLE QUALITY OR THAT THE GOODS OR MATERIALS CAN BE USED FOR ANY PARTICULAR PURPOSE.**
 - (b) **IN NO EVENT SHALL SIGMA CORP. BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, STATUTORY, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, LOST PROFITS, LOSS OF USE, LOSS OF TIME, SHUTDOWN OR SLOWDOWN COSTS, INCONVENIENCE, LOSS BUSINESS OPPORTUNITIES, DAMAGE TO GOODWILL OR REPUTATION, OR ANY INDIRECT ECONOMIC LOSS, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN. THE LIABILITY OF SIGMA CORP.'S, AND BUYER'S SOLE AND EXCLUSIVE REMEDY FOR DAMAGES FOR ANY CLAIM OF ANY KIND WHATSOEVER UNDER THIS AGREEMENT, REGARDLESS OF LEGAL THEORY, SHALL NOT BE GREATER THAN THE ACTUAL PURCHASE PRICE OF THOSE GOODS WITH RESPECT TO WHICH SUCH CLAIM IS MADE.**



6. LAWS; FREIGHT AND TAX AMOUNTS:

(a) Buyer acknowledges and understands that the goods and materials furnished by SIGMA Corp. may be subject to restrictions upon export from the United States and upon resale after export, which shall be the sole and exclusive responsibility of Buyer. Buyer agrees it shall comply fully with all relevant laws rules and regulations, including import and/or export control laws, of the United States.

(b) All sales, use, excise, state, local or similar taxes are the responsibility of the Buyer. In the event SIGMA must pay or collect such taxes, the Buyer agrees to reimburse SIGMA promptly.

7. TERMS: All invoices are payable in net 30 days, unless other terms are explicitly mentioned in the invoices. A service charge may be added to all past due accounts. Buyer shall have no right of set-off or withholding, and no deduction of any amounts due from Buyer to SIGMA Corp. shall be made without SIGMA Corp.'s prior, express written consent.

8. Buyer may not return or cancel any part or all the order without prior written return authorization from SIGMA Corp. There will be a minimum restocking charge of 35% for goods accepted for return.

9. Buyer will furnish and pay for necessary labor to unload and store material.

10. Buyer will use SIGMA Corp.'s item numbering system in all orders or inquiries to facilitate faster and easier processing.

11. To the extent possible, Buyer will place orders in SIGMA Corp.'s standard crate quantities, to facilitate quicker processing of your orders.

12. FREIGHT MINIMUM: The minimum order for freight allowed is 5,000 lbs. of fittings and restraints. (Manhole covers, valve boxes, "E Products" and pipe accessories are not covered by this minimum freight allowed terms.)

13. No action shall be brought for any claim relating to or arising out of these terms or any order more than 1 year after the accrual of such cause of action, except for money due for unpaid invoices or on an open account.

14. No terms or conditions, other than those stated above, and no agreement or understanding, oral or written, in any way purporting to modify these terms or conditions, whether contained in Buyer's purchase orders or shipping release forms, or elsewhere, shall be binding on SIGMA unless hereafter made in writing and signed by SIGMA'S authorized representative. Any additional or different terms or conditions in any order or other instrument or submission from the Buyer shall be deemed objected to by SIGMA Corp. without the need of any further or additional notice of objection, and such additional or different term shall be of no effect or in any way binding upon SIGMA Corp., unless express accepted in writing by SIGMA Corp.