



Caleffi North America, Inc.
3883 W. Milwaukee Road
Milwaukee, WI 53208
T: 414.238.2360 F: 414.238.2366

TERMS OF SALE AND WARRANTY – January 2011 Rev

TERMS

Net 30 days, EXW Seller's Plant

MINIMUM ORDER

Minimum order is \$100.

PRICE AND DISCOUNTS

1. Quotations and prices stated contemplate immediate acceptance of goods and are subject to change without notice.
2. Prices quoted are F.O.B. seller's plant or shipping point.
3. Clerical errors in quotations are subject to correction.

LEAD TIMES

Standard Wholesaler lead times are 5 days from order entry.

EXPEDITED SHIPMENT

For 10% of net order value, rush orders can be processed on an expedited basis. The maximum expedite fee is \$100 regardless of order size. Prior approval from Caleffi Customer Service is required. Caleffi will ship as soon as possible not exceeding the 2nd day.

FREIGHT CHARGES, TITLE AND RISK OF LOSS

1. Freight charges are for Buyer's account and are payable to carrier on delivery.
2. If Seller elects to prepay freight for Buyer's convenience, the same together with applicable tax will be added to invoice.
3. Buyer agrees to make all claims for goods damaged against carrier.
4. Order is accepted subject to any changes in freight rates.
5. Title to goods and Risk of Loss passes to Buyer when goods are received by carrier.
6. Orders that qualify for free freight will be shipped freight prepaid anywhere within the continental United States (**except** Alaska and Hawaii) and Canada at expense of Caleffi, (providing Buyer's account is in good standing) using the most economical transportation available.

ORDERS

1. The authority of Agents and Employees of the seller is limited to solicitation of orders. All orders obtained by and all adjustments made by such agents are subject to review, approval and acceptance at Home Office.
2. All orders are accepted on condition that goods will be paid for at prices in effect at time of shipment.
3. Shipment in whole or in part signifies acceptance to the extent of the shipment only, at the prices stated on invoice.
4. Contracts of Sale and Goods shall be interpreted, construed and governed by the laws of The State of Wisconsin.
5. All orders are subject to approval of Credit Department.
6. If remittance is not received with order and open account shipment has not been established, shipment will be made C.O.D. when authorized by the customer in advance.

SALES AND OTHER TAXES

1. All orders accepted are subject to all taxes imposed on production, transportation or goods sold, now in effect or hereafter levied.
2. Seller will not accept orders for retail sale. Buyer warrants that all orders submitted by it are for goods to be resold by Buyer.
3. Buyer shall submit with its first order its sales tax exemption certificate number issued by the state in which goods are to be received.
4. Seller may also at any time require Buyer to submit additional evidence of Buyer's exemption from sales taxes on purchases from Seller in such form as Seller deems satisfactory.

RETURNS

1. Current unopened stock items may be returned only with approved RMA number, non stock item may not be returned.
2. A 20% handling charge will apply to all returns and are subject to inspection. Credit will be issued at invoice less charges.
3. Materials must be returned freight prepaid. Caleffi will not accept collect shipments. No returns accepted after 1 year of shipment.
4. Returned items for limited warranty which are determined to have no defects, credit will not be allowed and item returned to Buyer freight collect or if Buyer authorizes, Seller will dispose of item at no charge.

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LIMITED WARRANTY

Caleffi North America (Caleffi) warrants that all its products sold in accordance with these warranty provisions shall be free from defects in material and workmanship, or other malfunction or failure to perform, under normal use and services. This warranty is valid for the time listed below from the date of installation, not exceeding 6 months from date of manufacture, by product classification listed:

Standard Components	2 years
Solar Storage Tank and Solar Flex piping	6 years
Solar Collector Panel	10 years

CNA's **sole obligation** hereunder shall be, at its option, to issue credit, repair or replace any component which is proved to be defective. This limited warranty **does not cover** the cost of transportation or labor charges, including installation and removal, unless such charges are authorized in writing in advance by CNA. Caleffi **is not liable** for consequential damage or expenses, the total liability shall be limited to replacement and repair as stated above.

Solar products:

Specifically excluded are glass breakage and the effects of frost or acts of God (force majeure) causing system or component malfunction. Loss of pressure in expansion tanks **does not constitute a defect**. **For solar thermal systems**, the antifreeze and heat transfer fluid must be per Caleffi specification and the maintenance schedule abided by per Caleffi system specification. Caleffi is not responsible for solar system malfunction resulting from any unauthorized alterations made to the collector panel or any Caleffi solar system component. Caleffi **assumes no responsibility** for damage to any solar system component caused by neglect, abuse, faulty installation, misuse, handling or cause not in Caleffi control or not an inherent defect.

Disclaimer of Warranties:

CALEFFI NORTH AMERICA (CALEFFI) DISCLAIMS ANY WARRANTY NOT PROVIDED HEREIN INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. IT IS EXPRESSLY UNDERSTOOD THAT CALEFFI IS NOT RESPONSIBLE FOR ANY CONSEQUENTIAL OR OTHER DAMAGES THAT MAY ARISE FROM USING CALEFFI SYSTEM COMPONENTS. DAMAGE RESULTING FROM WATER FREEZING IN THE TUBING DOES NOT CONSTITUTE A DEFECT IN MATERIAL OR WORKMANSHIP, AND SHALL NOT BE COVERED BY THIS WARRANTY. CALEFFI FURTHER DISCLAIMS ANY STATUTORY OR IMPLIED WARRANTY OF HABITABILITY. CALEFFI FURTHER DISCLAIMS ANY RESPONSIBILITY FOR LOSSES, EXPENSES, INCONVENIENCES, SPECIAL, INDIRECT, SECONDARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING FROM OWNERSHIP OR USE OF THE ARTICLES SOLD HEREUNDER. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE HEREOF.

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