



# TERMS OF SALE

**EFFECTIVE 09/15/2022**

**For speed and accuracy send your order directly to customer service: [orders@pascospecialty.com](mailto:orders@pascospecialty.com)**

**Or by fax: CA: 800-737-2726 MD: 877-377-6466  
Phone: CA: 310-537-7782 MD: 410-360-5010**

## **PASCO Locations:**

11156 Wright Road · Lynwood, CA 90262-3122

7529 Perryman Court #1 · Curtis Bay, MD 21226-1752

**New accounts must have a valid resale number.**

## **PAYMENT TERMS**

Our standard terms are 2% 10 Days Net 30 to approved accounts. Cash discounts apply only to merchandise and should never be taken on other invoice charges. All credits must be applied within 120 days from issued date.

## **CREDIT CARDS**

A service charge of 3% will be applied when using Credit Cards for payment.

## **MINIMUM ORDER POLICY**

Orders under \$100.00 will be assessed a \$10.00 handling charge. Orders must be \$25 or more to be processed.

## **PRICES**

Prices at time of shipment prevail and are subject to change without notice. Possession of PASCO's published price list does not necessarily include the privilege of purchasing at those prices. Current pricing is available electronically from PASCO's Customer Service Centers.

## **C.O.D. ORDERS**

1. No cash discounts are allowed on any C.O.D. orders.
2. All C.O.D. freight charges by a common carrier will be charged and paid by consignee.

## **BACKORDERS**

All backordered product will be shipped to the consignee under the freight terms qualified for on the original order. Backorders on prepaid qualified original orders will be shipped prepaid. Backorders not qualified for prepaid freight on the original orders will be shipped prepaid and charged. If possible, we will attempt to ship all backorders with your next order.

## **TRACKING SHIPMENTS**

Orders can be tracked within 24 hours of shipment by contacting your local customer service center. For your convenience orders can be tracked 24 hours a day by using PASCO's website and your P.O. number or PASCO's sales order number.

## **ALL SHIPPING DISCREPANCIES**

Claims for shortages, overages or errors must be made within 5 days of receipt of shipment. When a consignee receives a damaged carton shipped to them via UPS or common carrier, it should be noted on the receiving manifest. Contact customer service from warehouse of origin.

## **WEIGHTS**

Published weights and lengths are approximate.

## **FREIGHT**

1. Freight is F.O.B. PASCO's warehouse.
2. Freight is prepaid and allowed (excluding Alaska) where the purchase order amounts to \$800.00 Jobber Net Cost or more and is for one shipment to one destination at one time.
3. PASCO selects shipping carrier on prepaid freight orders.

## **FREIGHT TO ALASKA**

Freight to Alaska is prepaid and allowed to any port of the customer's choice on the West Coast of the continuous United States, providing the order is over \$800.00 Jobber Net Cost and for shipment to one destination at one time. For net orders exceeding \$1,600.00, PASCO will prepay the freight for one shipment to one destination in Alaska.

## **FREIGHT TO HAWAII**

Freight is prepaid and allowed on orders exceeding \$1,200.00 Jobber Net Cost on one shipment to one destination at one time.

## **UPS**

In addition to regular ground service, UPS offers the following options: UPS now offers ground service rates to Hawaii.

UPS Saturday delivery & next day air early A.M. are available for an additional fee.

**UPS Next Day Air (Red label):** Next Day Air delivery the next business day. Delivery is guaranteed by either 10:30 a.m. or noon based on location.

**UPS 2nd Day Air (Blue label):** 2nd business day delivery.

**UPS 3 Day Select (Orange label):** 3rd business day delivery.

## **CHARGES**

1. All UPS, U.S. Mail and Express shipments are subject to a \$2.00 per carton handling charge.
2. UPS insurance charges on value over \$100.00 are \$.30 per hundred or fraction thereof.
3. PASCO can not be held responsible for any charges on UPS, U.S. Mail or Express charges.
4. All charges incurred for expedited or priority shipments requested by the customer will be invoiced to the customer. It is PASCO's procedure that a signature authorizing the estimated shipping charges is **REQUIRED** before any expedited order can be processed.

## **FOR CALIFORNIA PROP65 REQUIREMENTS**

See notice on back of this page.

## **RETURN POLICY**

### **FOR GOODS RETURN**

Contact customer service by email at [rga@pascospecialty.com](mailto:rga@pascospecialty.com) to request RGA=return goods authorization. Items must be in a good new condition. 50% restocking charge if products need to be repacked.

### **FOR FACTORY DEFECTIVE RETURN**

Contact customer service by email at [warranty@pascospecialty.com](mailto:warranty@pascospecialty.com) to request RDA=return defective authorization. Warranty policy is printed on the back page of this page.



## **PROPOSITION 65**

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### **CALIFORNIA'S PROPOSITION 65 REQUIREMENTS:**

The product(s) that you have ordered and/or received from PASCO includes a California Proposition 65 warning label that has been affixed to the product(s). This warning label satisfies California Health and Safety Code section 25249.6. The Proposition 65 product label or labeling shall not be covered, obscured, or altered. PASCO does not authorize the resell of any of PASCO's products on the internet. Customer shall be responsible and liable for any and all Proposition 65 requirements for any unauthorized resell of PASCO's products via the internet. Despite the fact that PASCO does not authorize Customer to resell any of its products on the internet, to the extent that Customer chooses to do so, Customer must comply with additional Proposition 65 warnings that are required for internet sales. Customer should consult with an attorney in regards to these additional Proposition 65 requirements.

## **WARRANTY**

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### **LIMITED WARRANTY:**

PASCO warrants that its products shall be free from defects in materials and workmanship under normal conditions of use. This limited warranty shall continue for 365 days commencing on the date of original installation of the PASCO product (the "Warranty Period") and shall apply only if: (1) the product was selected and properly installed by a licensed plumbing contractor according to the then-applicable plumbing code requirements for installation; (2) the product was not exposed to chemicals and/or pressures that could impair, degrade or otherwise adversely affect the integrity or use of the product or its component materials; (3) the product is in its originally installed location; (4) the product shows no evidence of misuse, tampering, mishandling, neglect, accidental damage, modification or repair; and (5) the PASCO warranty claim process (described below) is strictly followed. Without limiting the foregoing, PASCO's limited warranty shall not apply, and there shall be no right of reimbursement, if the product failure or resulting damage is caused by faulty installation or abnormal operating conditions. PASCO will not accept returns on cutting tools once the blade has been used.

### **WARRANTY CLAIM PROCESS:**

During the Warranty Period, within 30 days after detection of the alleged defect, written notification must be email to [warranty@pascospecialty.com](mailto:warranty@pascospecialty.com) and include a description of the defective product, the PASCO part number, the date of purchase, and the date of installation.

Upon a timely filed claim, PASCO shall have about 30 business days to determine whether it acknowledges responsibility for any alleged defect in materials or workmanship and the appropriate course of action. If PASCO determines to accept responsibility, your exclusive remedy shall be at the option of PASCO to issue a refund of the purchase price in the amount paid for the defective product, or to repair or replace the defective product.

THIS LIMITED WARRANTY IS THE FULL EXTENT OF EXPRESS WARRANTIES PROVIDED BY PASCO; PASCO HEREBY DISCLAIMS ANY WARRANTY NOT EXPRESSLY PROVIDED FOR HEREIN INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PRODUCT COVERED HEREUNDER.

PASCO FURTHER DISCLAIMS ANY RESPONSIBILITY FOR LOSSES, EXPENSES, INVONVENIENCES AND SPECIAL, INDIRECT, SECONDARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OR RESULTING IN ANY MANNER FROM PASCO PRODUCTS COVERED HEREUNDER.