



# TERMS, CONDITIONS OF SALES & WARRANTY

## PRICES AND PROJECT QUOTATIONS

**Prices** shown in all of our Price Guides are subject to change without notice. **Project Quotations:** These are for acceptance within a maximum of 30 days from date of quotation and prices are guaranteed only for materials which can be scheduled and shipped within 150 days from date of quotation, except where this period has been extended in writing by Murdock Manufacturing factory. Murdock Manufacturing must have a written, signed purchase order from the customer. No order placed with Murdock Manufacturing shall be considered as accepted until completion of order entry process, at which time purchaser is provided with a formal acceptance, which is a copy of Murdock Manufacturing's order as entered for production complete with shipment schedule (order confirmation). Murdock Manufacturing's order confirmation is the governing document and customer has the responsibility to advise the factory, in writing, of any noncompliance with purchase order. All orders are subject to credit approval prior to shipment. All orders are subject to acceptance by Murdock Manufacturing factory at City of Industry, California. **No agent or representative of the company is authorized to make any exceptions.**

## TERMS, TAXES, MINIMUM INVOICE & MECHANICS LIENS

**Payment Terms:** Net 30 days from date of invoice. An unpaid invoice is considered late if not received within 30 days from date of shipment and becomes subject to a service charge of 2% per month starting with due date. Invoice is assumed to have been received by customer if factory is not notified of non-receipt within 10 days after receipt of goods. If legal action is necessary to enforce payment, purchaser will pay any court costs and reasonable attorney fees.

**Taxes:** Any sales or manufacturer's tax imposed under existing or future statutes may be added to the price herewith and shall be paid by the buyer. Should any buyer claim exemption from sales taxation, a Resale Certificate must be received by factory prior to invoicing.

**Minimum invoice:** The minimum order value is \$100 NET. In the event an order is received under that stated minimum order value, a \$25.00 "minimum invoice service charge" will be applied to the order but at no time will the minimum order exceed \$100.00 NET before shipping, handling and taxes. All service charges are non-refundable.

**Mechanics Liens:** Murdock Manufacturing reserves the right to request from its customer all required information needed to file a preliminary notice in order to perfect a lien at a future time if deemed necessary. Shipment of any material will be held back until this information, if requested, is received by Murdock Manufacturing factory.

## FREIGHT & WEIGHTS

**Freight:** All shipments are F.O.B. Factory, City of Industry, California, except where specifically stated otherwise. A handling surcharge of \$8.00 will be added to each small parcel package shipment.

**Weights:** All weights shown in Murdock Manufacturing literature or quotations are estimates and are not guaranteed.

## SHIPPING DATE

Every effort is made to comply with scheduled shipping dates; however, Murdock Manufacturing is not liable for any loss or damage arising out of delay in delivery of any of its products due to causes beyond the control of the company. When a customer order is scheduled and in production, changes in shipping date can only be honored by written notice, with the understanding that any charges incurred will be charged to the purchaser and rescheduling can only be made on the basis of factory convenience.

## TRANSPORTATION CLAIMS

The responsibility of Murdock Manufacturing ceases upon delivery of goods in good order to transportation company, and all goods are shipped at consignee's risk and consignee must file freight claims for losses or damages in shipment. For consignee's protection, shipment should be inspected immediately upon receipt. If any damage is visible - regardless of consignee's opinion as to whether it is damaged or defective, consignee must have shipment inspected by the delivering carrier, and inspection report must be made.

## SHORTAGES

No claim for failure to receive shipment will be honored unless Murdock Manufacturing is notified within a reasonable time after receipt of invoice. No claim for shortages will be honored unless Murdock Manufacturing is notified within five working days after receipt of shipment.

## RETURNED GOODS

No materials shall be returned without a Return Goods Authorization (RGA) from Murdock Customer Service. No credit will be issued until purchaser supplies correct invoice number and date covering original shipment of material. All material must be returned freight prepaid. All credits, when issued, are subject to a 35% handling charge.

## ILLUSTRATIONS & DESCRIPTIONS

Illustrations, detail drawings and accompanying descriptions describing standard features, and sometimes optional variations of each product, do not necessarily show or describe all the variations available. All designs are subject to change without notice and unless stated in the order, material will be furnished of the design in effect at the time the order is filled.

## PRODUCT APPROVALS, FIELD MEASUREMENTS, CHANGE IN SPECIFICATIONS AND CANCELLATIONS

**Product Approvals:** When quoting equivalent materials, every effort is made to quote on materials which are equal or superior to those specified. Murdock Manufacturing will provide, at no cost, certified data sheets for submission to architect/engineer/owner for approval. Murdock Manufacturing cannot guarantee this approval. The limit of our responsibility is to provide the material exactly as quoted. When materials are approved as submitted, the limit of Murdock Manufacturing's responsibility is to furnish material as approved. Product modifications or alternate products will only be furnished at current selling prices.

**Field Measurements:** When required, they are responsibility of the purchaser and must be transmitted to Murdock Manufacturing in writing. Measurements made by Murdock Manufacturing employees or representatives are acceptable only when verified and approved in writing by the purchaser/contractor.

**Change in Specifications or Cancellations:** These can only be honored by written notice with the understanding that any charges incurred will be chargeable to the purchaser.

**FORCE MAJEURE:** Morris Group International companies will not be liable for any failure or delay in performing an obligation that is due to any of the following causes: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, transportation issues or generalized lack of availability of raw materials or energy.

**ORIGIN & FAR COMPLIANCE:** SUPPLIER reserves the right to furnish either foreign or domestic material unless otherwise specified by the customer at the time of quotation and noted on the subsequent purchase order. Requirements for product compliance and certification with the Buy American Act, Buy America Act, and any other Federal Acquisition Regulation shall be noted on the purchase order. Failure to document domestic and federal procurement requirements on the purchase order shall result in PURCHASER assuming all liability and replacement costs for products determined to be non-compliant.

## LIMITED WARRANTY

Murdock Manufacturing warrants that all of its products are guaranteed against defective material or poor workmanship for one (1) year from date of install or eighteen (18) months from date of shipment from factory, whichever occurs first. Murdock Manufacturing's liability under this warranty shall be discharged by replacing without charge F.O.B. City of Industry, California, any goods, or parts thereof, which appear to the company upon inspection to be of defective material or not of first-class workmanship, provided that claim is made in writing to the company within reasonable period after receipt of the product. Where claims for defects are made, the defective part or parts shall be delivered to the company, prepaid, at City of Industry, California for inspection. Murdock Manufacturing will not be liable for the cost of repairs, alterations or replacements, or for any expense connected therewith made by the owner or his agents, except upon written authority from the Murdock Manufacturing City of Industry office. Murdock Manufacturing will not be liable for any damages caused by defective materials or poor workmanship, except for replacements, as above provided. Buyer agrees that Murdock Manufacturing has made no other warranties either expressed or implied in addition to those above stated, except that of title with respect to any of the products or equipment sold hereunder and that Murdock Manufacturing shall not be liable for general, special, or consequential damages claimed to arise under the contact of sale. Additional conditions that will void warranty: Warranty is void if installation is not followed per current Murdock Mfg. installation instructions, has not been installed in accordance with the applicable local plumbing and/or building codes and/or regulations, and if components are assembled to the fixture that are not approved by Murdock Mfg. Water supply to unit from RO Reverse Osmosis filtration systems will damage fixture components and void product Warranty. Do not use harsh chemicals, abrasive or petroleum-based cleaners - use of these will void the product warranty. Warranty is void if the unit is allowed to operate outside the range of 20 PSIG to 105 PSIG with potable water only. Murdock Mfg. is not liable if the fixture has been exposed to conditions resulting from floods, earthquakes, winds, fire, freezing, lightning or circumstances beyond Murdock's control, or has been used for other than the intended purpose.

## LIMITED WARRANTY REFRIGERATION SYSTEM – USA & CANADA

Murdock warrants the compressor and hermetically sealed refrigeration system, including the evaporator assembly, capillary tube, and condenser to be free from defects in material and workmanship under normal use for an additional four (4) years from the end of the one (1) year period described above. Exception: when used in an outdoor environment, sealed refrigeration system is warranted for (1) year. Unit must be rated for outdoor environment and Units installed outdoors presume average conditions and require adequate protection to prevent exposure to extreme hot or cold temperatures which may void Warranty. Units are not freeze resistant. Best practices include installation beneath an overhang and avoiding direct sunlight. Continual ambient temperatures exceeding 80°F (26.67°C) may cause compressor to wear prematurely. Thermostat settings should never be field adjusted since damage to fixture may occur, voiding product Warranty.

## LIMITED EXPORT WARRANTY

One year on parts only.

Terms, Conditions and Warranty are subject to change. Always refer to the latest online document at [MurdockMfg.com](http://MurdockMfg.com)

- Terms as of December 2023

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