



Terms and Conditions of Sale

General Terms of Sale:

- All prices (List Price, Discounted Prices or Net Prices) are for the convenience of the customer and are subject to change with 30 days notice.
- Invoices will reflect the selling price in effect at the time of shipment.
- A minimum invoice charge of one hundred dollars (\$100.00) is applicable to all invoices at less than full list price.
- Shipping is Ex-Works, Torrance, CA and will apply to all orders. Customers must provide a valid freight carrier shipping account (UPS, FedEx, DHL or other) at time of order. Freight insurance, in case of damage or loss of shipments is not offered by Kingston Valves. If freight insurance is desired, the Customer must specify if they want a shipment valued at the full replacement cost at the time of order. If not specified, standard freight carrier determined maximum claim amount will apply.
- To request an expedited shipment of less than standard or quoted lead-time, requires the customer to specify and pay for premium freight services such air, overnight or next day shipments .
- Drop shipment fees for orders under orders of \$200 will be charged \$35 fee.

Payment Terms:

- With approved credit, terms are net 30 days, past due is 31 days. Open account status will be withdrawn when terms are not complied with. Customers will be notified immediately if on credit hold.
- Preferred forms of payment include: ACH electronic funds transfer; Wire transfer; Check payment; Credit card payment.

Returned Goods:

All returns must have prior approval by Kingston Customer Care or Kingston Sales. Kingston Customer Service will issue a Return Material Authorization Number (RMA) for processing. Return product shipments must be labeled with the correct RMA number. Products considered for return must be unused, in new condition, saleable, and purchased within the previous 90 days. Products not meeting these conditions will not be accepted for return. All returns will be subject to a minimum 30% restocking charge. Products returned without a Kingston RMA Number may be returned to the sender at the sender's expense. Note: RMA Numbers are valid for 30 days from date of issue.

Claims:

All claims for price discrepancies or shipment shortages must be submitted in writing to Kingston Customer Care within 15 days after receipt of goods. Each package is carefully checked and weighed before shipment. Claims for shortages are subject to those tests. Kingston reserves the right to refuse any return without proper authorization. Lost or damaged shipments should be claimed directly from your freight provider.

Warranty:

Our products are as free from defects as can be assured by thorough inspection and testing. Any product deemed defective by a customer may be returned for inspection only after receiving return authorization (RMA). Final warranty judgment will be made at the factory. All returned articles inspected and deemed defective by our standards will be replaced at no charge. Warranty covers unaltered, defective items of our manufacture only. Warranty period is one year (1 year) from the date of shipment. Returns for warranty claims must be freight prepaid by customer. Under no circumstances will responsibility be assumed to allow claims for consequential damages, labor, or other expenses incurred by reason of the use or sale of any product found to be faulty in material or workmanship.

Design:

Product designs are subject to modification without notification.

Application:

The end use of any Kingston product is the sole responsibility of the user. The design of air, fluid or other systems is a complex discipline and has potential safety hazards that must be properly assessed and engineered. Each system is unique and must be individually investigated by the user for adherence to published design criteria, including, but not limited to, the ASME boiler and Pressure Vessel code; individual State, County and Municipal safety codes; as well as Federal and Industry codes and specifications for particular application.

StormManufacturing Group

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sales@kingstonvalves.com



Storm Manufacturing Group, (SMG) is committed to conducting its business with honesty and integrity, and in full compliance with all applicable laws, including U.S. statutes and regulations that restrict dealings with certain individuals, organizations, and countries that are subject to embargoes or sanctions. This commitment also extends to compliance with any restrictions imposed by the United Nations and the European Union.

All Customers who purchase products from SMG must also adhere to these restrictions.

This agreement covers any and all products the Customer named below (the "Buyer") may purchase from SMG and extends to each and every purchase made from SMG. This agreement is not limited by any other terms or conditions of sale, including but not limited to extension of open credit terms, payment methods, etc. All customers must be in agreement with the following:

Compliance with Intergovernmental Organizations

The Buyer hereby represents and warrants to the Seller that Buyer is in compliance with, and shall at all times during the term of the Agreement (including any renewal or extension or termination thereof) remain in compliance with and abide by UN Security Council Resolution 1540 and Regulation (EC) 428/2009 of the European Union, and any regulations, resolutions, decisions, and policies of the United Nations, the European Union, and their respective member states and their rules of law and regulations (including any executive order), or other intergovernmental organization action related to the protection and security of the international community from acts or threats of terrorism, including individuals and transactions which pose a serious risk to the peace and stability of a country.

Prohibited Persons and Transactions related to US Office of Foreign Assets Control ("OFAC")

The Parties ("SMG" and the "Buyer") each hereby represent and warrant to the other that each are currently in compliance with, and shall at all times during the term of the Agreement (including any renewal or extension thereof) remain in compliance with the regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated Nationals and Blocked Persons List) and any statute, executive order (including the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action relating thereto.

If a transaction relates to one of the countries on the sanctions list below, please search the Consolidated Screening List on following website for a list of entities and individuals for which restrictions have been imposed by the U.S. Government:

<https://www.export.gov/csl-search>

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