



DELANY PRODUCTS P.O. BOX 411
CHARLOTTESVILLE, VIRGINIA 22902 U.S.A.
(434) 296-0166 FAX (434) 977-3596
E-MAIL INFO@DELANYPRODUCTS.COM
WWW.DELANYPRODUCTS.COM

General Policies

August 10, 2020

Disclaimer:

Prices on this web site are subject to change without any advance notice. All prices posted on the Delany Products' web site will be honored and supersede any previous pricing. It is to be understood that the pricing on our web site is not an offer to sell anyone the material that is listed on the web site.

Distribution Policy:

It is now and always has been the policy of Delany Products to only sell to Plumbing Distributors and Plumbing Wholesalers.

Payment Terms:

All invoices will be paid within 30 days from the date of the invoice. Any invoice paid in 15 calendar days of the invoice date shall earn a 2% cash discount and will be applied to those invoice(s). Any unpaid invoice past 30 days will have a finance charge of 2% applied to it. This 2% finance charge will be applied monthly.

Freight Policy:

Any order will qualify for Full Freight Allowed if they are flush valves, bedpans, or faucets that have a net value of \$3,500 or higher and being shipped to locations within the Continental United States. There are no freight allowed terms for replacement part orders.

Minimum Billing Policy:

Minimum order size is \$50 Net

Shortages, Incorrect Shipments, Proof of Delivery:

Claims of shortages or incorrect shipment of Purchase Orders must be made within thirty (30) days from the date of the invoice. No claim that is made over six (6) months will not be honored. Deliveries that are claimed to be short will be compared to shipping weight documents and posted weights and will honored at the company's discretion if posted weights and quantities match the shipping documents.

Limited Warranty:

Delany Products warrants all its' products to be made of first class material, free from any defects. Each product will perform the services for which it is intended to in a thoroughly efficient and reliable manner as long as the product is properly installed and maintained for three years for manual valves from the date of purchase. During this three-year period, Delany Products will either replace or repair any part or parts, which are proven to be defective at its discretion after inspection. No claims will be allowed for labor, transportation, or any other incidental costs. This warranty is only extended to those persons or organizations that purchased the product from an authorized Delany Products distributor.

There are no warranties that extend beyond the description listed above. In no event will Delany Products be responsible for any consequential damages of any kind for product beyond this warranty.

Returned Material Authorization:

Written authorization must be obtained before the return of any material for any reason. The Return Material Authorization (RMA) process can be initiated through the web site under the Customer Service area.

<https://form.jotform.com/52073840028147> The RMA # shall be written on the shipping label.

Upon receipt of a returned product, Delany Products will inspect and if required test the product prior to issuing a credit. Credits may be denied for any of the following reasons:

1. The product returned does not match the RMA request.
2. The returned products are missing components
3. The returned unit has been cannibalized
4. The returned unit is out of warranty
5. The returned product has been damaged and is unsellable
6. The product is not defective

Product not received within 60 days of the date of the RMA issuance will result in the expiration of the RMA and the nullification of a valid return.

Credits for returns will be based upon the original sales price of the product. All returns for reasons other than defective product that are returned within a year are subject to the following handling and restocking Rules:

- 1) Standard or stock valves: 25% handling and restocking charge
- 2) Concealed valves & Replacement Parts made to specific wall sizes: 40% handling and restocking charge.
- 3) Non-Standard or Custom models: 50% handling and restocking charge
- 4) Product returned that is over one (1) year old: 50% handling and restocking charge
- 5) Non-standard/Custom & Concealed valves over (1) year: Zero (0%) credit
- 6) Product returned that is over two (2) years old: Zero (0%) credit

NOTE: Returned product MUST be in Sellable condition to receive a credit.

Returned Freight is at customer's expense. If this is a claim for defective product and the product is tested and it is proven to be a factory defect, a credit will be given at the original invoice price. If it proves not to be a factory defect, the product will be returned in the condition it was received.

All approved credits will aim to be issued within 30 days of the return of the product being received.