

## U.S. GENERAL TERMS AND CONDITIONS

### General Policy

**WE ARE COMMITTED TO DO WHAT IT TAKES TO DELIVER WORLD CLASS SERVICE AND PRODUCTS.**

All items not ordered in multiples of standard package quantities will automatically be increased to the next standard package quantity. All purchase orders submitted by our customers are assumed as accepting our general terms and conditions as stated herein, any conflicting terms stated on the purchase order cannot supersede our terms.

### Order Discrepancies:

All order discrepancies must be reported to us within 5 working days from the date of delivery. Any discrepancies reported after this period cannot be honored.

### Terms:

1% 15 days. Net 30 days. Late charges of 1-1/2% per month will be charged following the due date of the invoice.

### Prices:

Subject to change without notice.

### Minimum Order:

\$250.00 minimum order on all original orders. \$50.00 Broken Pallet Charge will be added for each pad size less than the standard pallet quantities.

### Freight Policy

CONTINENTAL U.S.: All orders in excess of \$3,000 will ship prepaid. This policy applies to any combination of DiversiTech, Wagner, Specialty Chemical, and Devco products. Exports will ship freight collect from Buford, GA.

### Pick Up Allowance

3% of net invoice, 24-hour notice requested. Order must qualify for prepaid freight to receive pick up allowance.

### Lost or Damaged Freight

Although we take special care to insure the safe arrival of your merchandise, our responsibility for damages cease when the customer accepts the shipment. To protect your interest, we suggest that you thoroughly inspect all items before accepting delivery. If your order was damaged in shipment or contains a shortage, report the loss or damage AT ONCE to DiversiTech. Any claims for lost or damaged freight must be noted on the Bill of Lading at the time of delivery. If damage is present, you MUST hold the original carton and merchandise for credit by your Sales Representative – otherwise, no claim can be honored.

### Returns:

No merchandise will be accepted for return without prior authorization. Call our Customer Service Department to request permission to return goods. Instructions on method of return will be given to you at that time. All returns are subject to a 25% restocking charge.

### Warranty Disclaimer

DiversiTech has made a diligent effort to illustrate and describe the products in this catalog accurately; however, such illustrations and descriptions are for the sole purpose of identification, and do not express or imply a warranty that the products are merchantable or fit for a particular purpose, or that the products will necessarily conform to the illustrations or descriptions. DiversiTech assumes no liability for typographical or photographic errors.

DiversiTech reserves the right to make changes in design, material or finish in an effort to improve our products without special notification. If necessary, DiversiTech reserves the right to replace any product shown in catalog with another comparable product without special notification. All DiversiTech products include a 1 year standard limited warranty unless otherwise noted.

### DiversiTech's ULTRALITE®, CLADLITE®, and E LITE® Limited Lifetime Warranty

To the original owner of the ULTRALITE®, CLADLITE®, or E LITE® equipment base, DiversiTech warrants the base to be free of defects in materials and workmanship for the life of the equipment under which it is installed so long as the installing homeowner lives there. All defective merchandise must be returned to the factory, transportation prepaid, and if the same is found to be defective, it will be repaired or replaced free of charge, F.O.B. factory. This warranty does not cover replacement labor cost, or any cost claim incident to the defect, replacement, or reinstallation, nor field repair expenses. This warranty gives you specific legal rights and you may also have other rights which vary from state to state. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation of exclusion may not apply to you.

### Exclusions and Limitations

DiversiTech's ULTRALITE®, CLADLITE®, and E LITE® equipment pads are designed and manufactured to be used as bases for light, ground supported equipment such as air conditioning condensers, swimming pool filters and heat pumps. Use of ULTRALITE®, CLADLITE®, and E LITE® pads for purposes other than those listed above or improper installation of ULTRALITE®, CLADLITE®, and E LITE® pads may result in pad failure. DiversiTech Corporation disclaims any liability due to such misuse or improper installation. If you have questions concerning the proper installation or use of DiversiTech's ULTRALITE®, CLADLITE®, and E LITE® equipment pads, you should contact our Customer Service Department at (800)995-2222.

### Made in the U.S.A.

All item numbers in RED indicate Made in the U.S.A. This information was accurate at time of catalog printing. Visit [www.diversitech.com](http://www.diversitech.com) to verify country of origin for any DiversiTech product.