



EDMUND A. GRAY COMPANY, INC.
2277 East Fifteenth Street, Los Angeles, CA 90021-2841
(213) 625-2723 FAX: (213) 625-5734

POLICIES AND CONDITIONS OF SALE

revised July 2026

The following Policies and Conditions of Sale ("Terms") are designed and written in the spirit of fairness to all who are party to transactions (Purchase Orders, Sales Orders, Shipments, Invoices, etc.) with the Edmund A. Gray Company, Inc. ("EAGray"). From time to time, we receive Policies and/or Terms & Conditions from individual customers. While we will attempt to comply with our customers' wishes, in instances where a conflict occurs between these Terms and a customer's own terms, these Terms supersede any and all others regarding any transaction(s) in question.

ACCEPTANCE; ENTIRE AGREEMENT: These Terms apply to every quotation, sales order, and shipment issued by EAGray. A customer's issuance of a purchase order, acceptance of shipment, or payment of an invoice constitutes acceptance of these Terms, regardless of any additional or conflicting terms proposed by the customer, whether in a purchase order, portal, or otherwise. These Terms, together with the applicable Sales Order and Invoice, constitute the entire agreement between EAGray and the customer regarding the transaction and supersede all prior or contemporaneous negotiations, representations, or agreements, whether oral or written.

PRICING

Prices are effective on the date(s) published at the time of shipment and supersede all previous quotations and are subject to change without notice. Orders are subject to the prices in effect at the time of shipment and to the availability of material, whether or not orders bear any prices. Our minimum order charge is \$25.00 NET, not including any freight charges.

CARTON QUANTITIES

We reserve the right to adjust quantities ordered to the nearest highest standard carton or master carton quantity. Industry-standard individual carton quantity for most pipe nipples is twenty-five (25) pieces per carton (50 for PVC items). Any special program rebates or credits may be calculated and applied to full carton quantities only. EAGray reserves the right to apply up to a 10% surcharge to the price of any product(s) purchased in less than carton quantities.

SPECIAL ORDERS

"Specials" include, but are not limited to, non-stock items, stock items that have been altered to customer specifications, and unusual quantities of standard stock items. Orders for "specials" are accepted on a NON-CANCELABLE, NON-RETURNABLE basis. In order to fill customer order requirements, we reserve the right to ship up to 10% over the original quantities ordered, for which the customer will be billed.

TERMS

All billing is based on the calendar month. Any special payment terms are listed on both the Sales Order and the Invoice. A finance charge of 1-1/2% per month (18% per annum), or the highest rate permitted by applicable law if lower, may be applied to any and all past-due accounts. If an account is referred for collection or suit, the customer agrees to reimburse EAGray for its reasonable costs of collection, including reasonable attorneys' fees, to the extent permitted by law.

FREIGHT ALLOWANCE

All shipments are F.O.B. our factory, Los Angeles, California. Any freight allowance(s) will be listed on the Invoice. In cases where the freight cost exceeds the allowance, the difference will be charged to the customer's account and added to the invoice. We reserve the right to control routing and adjust our freight allowance. We accept no responsibility for delays in shipment which are beyond our control. All our products may be combined for the freight allowance. All Package (UPS, FedEx, etc.) and Parcel Post shipments are subject to a nominal handling charge.

SHORTAGES, OVERAGES, INCORRECT SHIPMENTS

All claims for shortages, overages, and/or incorrect shipments must be made in writing and submitted no later than ten (10) days after receipt of the shipment, or the claim may be rejected. We reserve the right to either credit the account or ship the item(s) at "No-Charge." EAGray shall determine the resolution for overages and incorrect shipments on a case-by-case basis.

RETURNS & CANCELLATIONS

All items either returned or canceled are subject to a return/restocking charge. All requests for the return of any product must be made in writing, in advance of return, and must include the exact quantity, description, original purchase order number, invoice number, date, and Return Authorization Number, or the return may be rejected, or the restocking charge may be increased. Packaged material must be returned in original cartons and bulk items must be returned in an orderly manner. Mixed or badly packaged returns will be rejected. Items must be in immediately resalable condition. Return freight must be prepaid. The final amount of credit for returns will be determined after the product(s) are received and inspected at the EAGray warehouse. Any exceptions to this policy are entirely at the discretion of EAGray and will be handled on a case-by-case basis.

EAGray reserves the right to cancel backorders based on, but not limited to, changes in supplier pricing and/or product availability.

LIMITED WARRANTY

EAGray warrants, to the original purchaser only, that all products manufactured by us shall be free of defects resulting from the manufacturing process for a period of one (1) year from the original sale date, and any products sold by us but not manufactured by us shall be free of defects for a period of ninety (90) days from the original sale date. Any claims must be made in writing and submitted no later than ten (10) days after discovery of the defect, or the claim may be rejected.

If any product shows a failure or defect during the warranty period, EAGray, upon receiving written notification from the original purchaser and substantiation that the product in question had been stored, installed, operated, and maintained in accordance with recognized practices and industry standards, and is found to be defective after return to us and our

examination, will correct the defect by either repair or replacement, at no cost to the purchaser. In the event EAGray elects to replace defective product, EAGray will pay up to \$25 (or the original purchase price of the product, whichever is greater) per defective product to a maximum of \$500 per claim or group of claims on each installation project or contract. No additional charges for labor or consequential damages will be allowed or paid.

This warranty does not apply to products that have been subject to accident, abuse, misuse, alteration, acts of nature, or improper installation, nor does it apply to work performed on customer's material. All warranties, whether expressed or implied, are made to the original purchaser only and terminate upon transfer of the material to any other person or entity for any purpose whatsoever. Any corrections made according to the terms herein shall constitute fulfillment of all liabilities of EAGray to the original purchaser with respect to the products, whether based on contract, negligence, strict tort, or otherwise.

THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, AND EAGRAY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, EXCEPT TO THE EXTENT SUCH DISCLAIMER IS PROHIBITED BY APPLICABLE LAW.

LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EAGRAY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST PRODUCTION, OR LABOR COSTS, ARISING OUT OF OR RELATED TO THE SALE, USE, OR PERFORMANCE OF ANY PRODUCT, EVEN IF EAGRAY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EAGRAY'S TOTAL LIABILITY ARISING OUT OF ANY TRANSACTION SHALL NOT EXCEED THE AMOUNTS SPECIFIED IN THE LIMITED WARRANTY SECTION ABOVE.

FORCE MAJEURE

EAGray shall not be liable for any delay or failure to perform resulting from causes beyond its reasonable control, including but not limited to acts of God, fire, flood, labor disputes, war, terrorism, governmental action, epidemic or pandemic, supplier or carrier delays, or shortages of raw materials, energy, or transportation. In the event of such delay, EAGray's performance shall be extended for a period reasonably necessary to address the effects of the delay.

CONFIDENTIALITY

This document and any documents transmitted for the purposes of conducting business between a customer and EAGray may contain information that is proprietary to EAGray, and, as such, any information contained therein shall not be used for any purpose other than that for which it was transmitted. Any documents and/or information generated and/or transmitted for the purpose of conducting business (including, but not limited to, information utilized by EAGray in the course of conducting business) shall be maintained in confidence and not disclosed to any third party without the express, prior written consent of an officer of the Edmund A. Gray Company, Inc.

GOVERNING LAW; VENUE

These Terms, and any transaction between EAGray and a customer, shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict-of-laws principles. Any dispute arising out of or relating to these Terms or any transaction shall be brought exclusively in the state or federal courts located in Los Angeles County, California, and each party consents to the personal jurisdiction of such courts.

SEVERABILITY; ASSIGNMENT

If any provision of these Terms is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid or unenforceable provision shall be modified to the minimum extent necessary to make it enforceable. A customer may not assign or transfer any order or agreement with EAGray, in whole or in part, without EAGray's prior written consent.

QUESTIONS

Please address any questions or clarifications regarding this document to info@eagray.com, or by calling our offices at (213) 625-2723.