



Terms & Conditions of Sale

Trade

Terms & Conditions of Sale Policy Summary

General

The Bridgeport Fittings Terms & Conditions of Sale outline the general terms of sale for all Bridgeport Fittings' products. This document contains the Trade terms and conditions of sale.

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ONE YEAR LIMITED WARRANTY

Bridgeport Fittings, Incorporated ("BFI") warrants to BFI's customer the product being sold to the customer as being free from manufacturing and material defects for the period of one (1) year from the date of delivery of the product to the customer. BFI shall have the right to replace or repair said product, at BFI's option, upon return of same by customer to BFI within said one (1) year period. This limited warranty shall not, however, apply where the product has been modified, damaged, not installed or used in a proper or legal manner or installed or used in a manner contrary to BFI's instructions. Customer shall be solely responsible to determine the suitability of the product for customer's intended use.

BFI SHALL HAVE NO LIABILITY TO CUSTOMER ON ANY BASIS FOR ANY CLAIMS OR DAMAGES HOWSOEVER ARISING UNDER OR RELATED TO THE PRODUCT, OTHER THAN THE SAID REPAIR OR REPLACEMENT OF THE PRODUCT, OR AT BFI'S FURTHER OPTION, TO REFUND TO BFI'S CUSTOMER THE AMOUNT PAID FOR SAID PRODUCT. TO THE MAXIMUM EXTENT PERMITTED BY LAW, BFI SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY, DEATH, LOSS OF BUSINESS, LOST PROFITS OR REVENUES, BUSINESS INTERRUPTION, OR OTHER PECUNIARY LOSS ARISING OUT OF OR RELATED TO THE DEFECTIVENESS OF THE PRODUCT, WHETHER OR NOT SUCH DAMAGES WERE FORESEEN OR UNFORESEEN. BFI DISCLAIMS, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER IMPLIED WARRANTY OR CONDITION ARISING BY STATUTE, CUSTOM OR USAGE OF THE TRADE.

The limited warranty set forth above gives the customer specific legal rights. Customer may also have other rights that vary by State or Province. Some jurisdictions may not allow the exclusion or limitation of implied warranties or conditions or damages; therefore, depending on the circumstances, such exclusions or limitations may not fully or even partially apply.

GENERAL NOTES

(a) Unless otherwise stated, all zinc die cast items are ball burnished, mirror smooth. All malleable iron fittings and all steel items are zinc electro-plated; (b) Agency Listings are available upon request; (c) In general, Bridgeport Fittings products are designed to comply with various Federal Specifications, U.L. Standards, and CSA Standards – consult with factory for specifics; (d) Bridgeport Fittings UPC Identification Number is 781747; (e) Packaging weights referenced in our catalog(s) are approximate; (f) Product information published in our catalogs and literature is subject to change without notice. Great care has been taken in compiling this information but it is not guaranteed as material specifications, finishes, etc. may have been modified from date of printing.

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1. Shipments will be billed through authorized Bridgeport Fittings distributors.
2. Bridgeport Fittings cannot accept material for credit or exchange. Any requests for material of material must be made to the Bridgeport Fittings distributor from whom the material was originally purchased.
3. The terms of shipment shall be F.O.B. shipping point. Additional charges for packaging or shipping may apply depending upon customer specifications.
4. Delivery and shipment dates are estimated dates only, and unless specified, are determined from the date of receipt of complete order and technical information as required. In estimating such dates, no allowance has been made nor shall we be liable directly or indirectly for delays of carriers or delays from labor difficulties, shortages, strikes or stoppages of any sort, fires, accidents, failure or delay in obtaining materials or manufacturing facilities, acts of government affecting us directly or indirectly, bad weather, or any causes beyond our control or causes designated Acts of God or force majeure by any court of law, and the estimated delivery date shall be extended accordingly. We will not be liable for any damages or penalties whatsoever, whether direct, indirect, special or consequential, resulting from our failure to perform or delay in performing unless otherwise agreed in writing by an authorized officer of Bridgeport Fittings.
5. Unless you specify otherwise in writing and accepted in writing by Bridgeport Fittings, goods will be boxed or crated as we may deem proper for protection against normal handling and routing and manner of shipment will be at our discretion, and may be insured at your expense, value to be stated at order price.

Customer's other blanket shipping instructions cannot be effectively recorded or complied with. Therefore, Bridgeport Fittings cannot accept standing general or blanket shipping instructions. Full shipping instructions must accompany each individual order and be accepted by Bridgeport Fittings.

On all shipments F.O.B. our plant, delivery of good to the initial carrier will constitute delivery to you and all goods will be shipped at your risk. A claim for loss or damage in transit must be entered with the carrier and prosecuted by you. Claims of short shipment must be made to Bridgeport Fittings customer service within five (5) days of receipt of material.

6. All prices are U.S. dollars
7. General Notes: (a) Unless otherwise stated, all zinc die cast items are ball burnished, mirror smooth. All malleable iron fittings and all steel items are zinc electro-plated; (b) Agency Listings are available upon request; (c) In general, Bridgeport Fittings products are designed to comply with various Federal Specifications, U.L. Standards, and CSA Standards – consult factory for specifics; (d) Bridgeport Fittings UPC Identification Number is 781747; (e) Packaging weights referenced in our catalog(s) are approximate; (f) Product information published in our catalogs and literature is subject to change without notice. Great care has been taken in compiling this information but it is not guaranteed as material specifications, finishes, etc. may have been modified from date of printing.