

CertainTeed	Date May 30, 1978	To A/C CUSTOMER SERVICE MANAGERS	Location and mail code
Subject NSP WARRANTY/ A/C EPOXY-LINED PIPE DISCLAIMER	From S.B. Erwin/gg	Location and mail code VF P&PG #2B	

See 7424

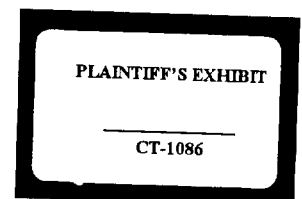
cc: D.F. Young	VF P&PG #2B
C. Pontz	VF Corp #1
R. Shields	VF P&PG #2B
A.E. Scheetz	VF P&PG #2B
S. Beyer	VF P&PG #2B
R. Dotterer	VF P&PG #2B
H.E. Strang	VF P&PG #2B
T.A. Switalski	VF P&PG #8

Attached are copies of the A/C Epoxy-Lined Pipe Disclaimer and Non-Standard Product Warranty currently in effect. (The A/C Disclaimer supercedes any disclaimer currently used.) The Warranty and Disclaimer have been approved by Legal, Claims, Accounting and Customer Service, and are to be used with invoices for A/C epoxy-lined pipe and non-standard products as follows:

- Enter the following statement, as appropriate, on the face of the invoice with the flexowriter via an edge-punched card:
 - "Important - Refer to Attached A/C Epoxy-Lined Pipe Disclaimer" OR
 - "Important - Refer to Attached Non-Standard Product Warranty"
- Use an "x" or "+" around the statement as shown in Exhibits 1 and 2.
- Attach a copy of the warranty/disclaimer to the customer copies of the invoice.

A supply of disclaimers and warranties is being sent to you under separate cover. When you need an additional supply, please contact P&PG Systems & Procedures.

Attachments



LG 10-5-74



CERTAIN-TEED PRODUCTS CORPORATION

PIPE & PLASTICS GROUP

EXHIBIT I

CUSTOMER ORDER NO 14867 COMP		DATE SHIPPED 110174		ORDER NUMBER 4835-1		SHIPPED VIA CONTRACT T-141		PRO COL INVOICE DATE X 110174	
ACCT NO 035060014	SHIP TO 18001	SLT 58	SALESMAN 61074	SALESMAN 1	SALESMAN 1	ORDER DATE 110174	INVOICE NO 5830870	TERMS 2%10PROXNET3CPROX	

INVOICE TO

BANCROFT & MARTIN
P.O. BOX 273
WINTHROP MAINE 04364

SHIP TO

035060014
BANCROFT & MARTIN
NORTH LEEDS ME

NET

UNIT OF MEASURE CODES

A	CONTAINER	E	EACH
B	BAG	L	LINEAL FOOT
Z			

WE HEREBY CERTIFY THAT THE GOODS COVERED
HEREBY WERE PRODUCED IN COMPLIANCE WITH
THE FAIR LABOR STANDARDS ACT OF 1938, AS
AMENDED, PARTICULARLY SECTIONS 6, 7 AND 12
THEREOF, AND REGULATIONS AND ORDERS OF
THE ADMINISTRATOR OF THE WAGE AND HOUR
DIVISION ISSUED UNDER SECTION 14 THEREOF.

F.O.B.

AMBLER F/A

SALES CODE	QUANTITY SHIPPED			INVENTORY			UNIT PRICE	CATALOG NO	PERCENT REDUCTION	DESCRIPTION	NET PRICE
	5	4	3	5	4	3					
1312	4	2	90L	4	1	50L	6840L	62188	3250	18 C2400 P/B PIPE	198069
1312						130L		62184		18 C2400 1/2 MEO	
1312						20E		16182		18 SWR CPLGS	
1312						360E		18184		18 SWR RINGS	
1312						60E		20002		QT & 1/2 LUBE	
1132	6	3	70L	6	2	40L	2570L	62108	3250	10 C2400 P/B PIPE -	110504
1132						65L		62104		10 C2400 1/2 MEO	
1132						65L		62105		10 C2400 1/4 MEO	
1132						30E		16102		10 SWR CPLGS	
1132						540E		18104		10 SWR RINGS	
5314	4	3	0E	4	3	0E	3660E	67401	3250	4 SWR NIPPLES	11058
								04006			42840
								28020			42840

IMPORTANT - REFER TO ATTACHED A/C EPOXY-LINED PIPE DISCLAIMER

FINAL X	PART	SHIPMENT	PLEASE REMIT TO	SUB TOTAL 320431
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CERTAIN-TEED PRODUCTS CORPORATION

At address checked (x) below

☐	PO BOX 80535 DALLAS TEXAS 75250	☒	PO BOX 360320M PITTSBURGH PA 15230
☐	PO BOX 3885 ATLANTA GA 30302	☐	PO BOX 3053 RINCON ANEX SAN FRANCISCO CALIF 94120
☐	PO BOX 14253 ST LOUIS MO 63178	☐	

FREIGHT-428.40

POST THIS
AMOUNT

TAX
TAX
TRANSPORTATION
CHARGES
AMOUNT
OF INVOICE

320431

320431

04006-428.40

277591

0200

CASH DISCOUNT EARNED IF PAID

12/10/74

X 1

5552

CTD027591



CERTAIN-FEED PRODUCTS CORPORATION
PIPE & PLASTICS GROUP

PIPE & PLASTICS GROUP

EXHIBIT II

CUSTOMER ORDER NO FINAL		DATE SHIPPED 11/01/74		ORDER NUMBER 3309-6		SHIPPED VIA PINTO T-11				NO COL 11/01/74	
ACCT NO 033950012		SHIP TO 45163		PLT 58	SALESMAN 61014	SALESMAN	SALESMAN	ORDER DATE 11/01/74	INVOICE NO 5830830	TERMS 2%25PROXNET30PROX	

AGP WATER & SEWER SUPPLIES, INC.
P.O. BOX 1188
7921-A WOODRUFF COURT
SPRINGFIELD, VA. 22151

033950012
BRYANTS PLUMBING & HEATING
LEXINGTON VA

WE HEREBY CERTIFY THAT THE GOODS COVERED
HEREBY WERE PRODUCED IN COMPLIANCE WITH
THE FAIR LABOR STANDARDS ACT OF 1938, AS
AMENDED, PARTICULARLY SECTIONS 6, 7 AND 12
THEREOF, AND REGULATIONS AND ORDERS OF
THE ADMINISTRATOR OF THE WAGE AND HOUR
DIVISION ISSUED UNDER SECTION 14 THEREOF.

UNIT OF MEASURE CODES			
A	CONTAINER	E	EACH
B	BAG	L	LINEAL FOOT
Z			

OTEC-OV2-
OTEP-S-

F.O.B. AMBLER F/A

[illegible]

FINAL	PART	SHIPMENT	T/R-74-02-A-0104		SUB TOTAL		3556
X			PLEASE REMIT TO		TAX		
CERTAIN-TEED PRODUCTS CORPORATION			LOC		TAX		
At address checked (x) below					TRANSPORTATION CHARGES		
	PO BOX 50535 DALLAS TEXAS 75250	X	PO BOX 360320M PITTSBURGH PA 15230	FREIGHT-.36	POST THIS AMOUNT	 AMOUNT OF INVOICE	
	PO BOX 3865 ATLANTA GA 30302		PO BOX 3053 RINCON ANNER SAN FRANCISCO CALIF 94120				
	PO BOX 14253 ST LOUIS MO 63178						
							3556
12006-.36				4%15 BY 11-15-74			1.41
		3520 0200		CASH DISCOUNT EARNED IF PAID			
				BY 12/29 74		ZB	
						70	

CTD027592

NON-STANDARD PRODUCT WARRANTY
CERTAINTEED PIPE AND PLASTICS GROUP

CertainTeed only warrants to replace, without charge, those non-standard pipe lengths and fittings proven to be deficient with respect to dimensional requirements only with six (6) months of the date of delivery thereof; provided, however that CertainTeed has first been given an opportunity to inspect the pipe and fittings alleged to be dimensionally defective in order to determine if the pipe lengths and fittings meet CertainTeed's dimensional specifications. Products sold by CertainTeed which are manufactured by others are warranted only to the extent of and are limited to the warranty of the manufacturer.

THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL CERTAIN-TEED BE RESPONSIBLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND INCLUDING, WITHOUT LIMITATION, ANY EXPENSE FOR REMOVAL OR REINSTALLATION RESULTING FROM ANY DIMENSTIONAL DEFECT OR ANY OTHER DEFECT WHATSOEVER.

A/C EPOXY-LINED PIPE DISCLAIMER

Certain-Teed only warrants to replace, without charge, those asbestos-cement epoxy-lined pipe lengths and fittings proven to have manufacturing defects within six (6) months of the date of delivery thereof; provided, however, that Certain-Teed has first been given an opportunity to inspect the pipe and fittings alleged to be defective in order to determine if the pipe lengths and fittings meet Certain-Teed's specifications and if the handling, installation, and operating conditions have been satisfactory and in accordance with acceptable practices. Owing to the widely varying conditions under which Certain-Teed's products are installed and used, this company cannot be and is not bound, and no person is authorized to bind this company, by any further warranty whatsoever.

Because Certain-Teed asbestos-cement epoxy-lined pipe will generally be installed for applications marked by the transmission of substances which often prove highly aggressive, CERTAIN-TEED DOES NOT WARRANT AND WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY EXPENSES, DAMAGES, OR LOSSES WHATSOEVER CONNECTED WITH OR GROWING OUT OF OR CAUSED BY THE FAILURE OF THE EPOXY-LINING OF ASBESTOS-CEMENT PIPE.

THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL CERTAIN-TEED BE RESPONSIBLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND INCLUDING, WITHOUT LIMITATION, ANY EXPENSE FOR REMOVAL OR REINSTALLATION RESULTING FROM ANY DEFECT.

CertainTeed 	Date May 30, 1978	To PVC CUSTOMER SERVICE MANAGERS	Location and mail code
Subject NSP WARRANTY		From SBE S.B. Erwin/gg	Location and mail code VF P&PG #2B

cc: D.F. Young	VF P&PG #2B
C. Pontz	VF Corp #1
R. Shields	VF P&PG #2B
A.E. Scheetz	VF P&PG #2B
S. Beyer	VF P&PG #2B
R. Dotterer	VF P&PG #2B
T.A. Switalski	VF P&PG #2B
H.E. Strang	VF P&PG #2B

Attached is a copy of the Non-Standard Product Warranty which has been approved by Legal, Claims, Accounting and Customer Service. The warranty is to be used with invoices for Non-Standard products as follows:

- Stamp (in red) the face of the first three copies of the invoice (2 customer copies, 1 Accounting copy) with the following:

"Important - Refer to Attached Non-Standard Product Warranty" (Rubber Stamps with the above statement will be supplied.)
- Attach warranty to customer copies of invoice.

The reason for requiring that the Accounting copy be stamped is so that a record is maintained proving that the customer was informed about the Non-Standard Product Warranty. The accounting copy of the invoice is the "copy of record" that will be microfilmed and retained in Valley Forge.

A supply of the warranties and rubber stamps is being forwarded to you under separate cover. When an additional supply of the warranties is required, contact P&PG Systems & Procedures.

Attachments

CertainTeed	Date May 31, 1978	To DISTRICT SALES MANAGERS	Location and mail code
Subject NSP WARRANTY/ A/C EPOXY-LINED PIPE DISCLAIMER	From SBE S.B. Erwin/gg	Location and mail code VF P&PG #2B	

cc: D.F. Young	VF P&PG #2B
C. Pontz	VF Corp #1
R. Shields	VF P&PG #2B
A.E. Scheetz	VF P&PG #2B
S. Beyer	VF P&PG #2B
R. Dotterer	VF P&PG #2B
T.A. Switalski	VF P&PG #8
M.J. Caserta	VF P&PG #2B
H.E. Strang	VF P&PG #2B

Attached are copies of the A/C Epoxy-Lined Pipe Disclaimer and Non-Standard Product Warranty currently in effect. (The A/C Disclaimer supercedes any disclaimer currently used.) The Warranty and Disclaimer have been approved by Legal, Claims, Accounting and Customer Service, and are to be used with quotations and order acknowledgements for A/C Epoxy-lined pipe and non-standard products as follows:

- Type the following statement (as appropriate) on the face of all copies of the order acknowledgement/quotation:

"Important - Refer to Attached Non-Standard Product Warranty"

OR

"Important - Refer to Attached A/C Epoxy-Lined Pipe Disclaimer"

Use the exact format shown on Exhibits 1 and 2 so that the statement will stand out.

- Attach the disclaimer/warranty to the customer copy of the quotation/order acknowledgement.

The pipe plants will also be attaching copies of the disclaimer or warranty to any appropriate invoices issued.

A supply of the disclaimers and warranties will be sent to you under separate cover. When an additional supply is required, notify P&PG Systems & Procedures.

Attachments

ertainTeed 
ertainTeed Corporation
ipe and Plastics Group

ORDER ACKNOWLEDGMENT

DATE _____

PROJECT NAME _____

REFERENCE

YOUR ORDER NO. _____

ORDER RECEIVED VIA _____

☐ PURCHASE ORDER

☐ TWX

☐ PHONE

DATE RECEIVED _____

BID DATE _____

TRADE REPORT NO. _____

TO: _____

This is to acknowledge receipt of your order. Shipment of all items against this order, as listed below, are subject to all terms and conditions on the reverse side of this form. The prices given below apply to all shipments made against this order through ____/____/____.

QUANTITY	DESCRIPTION	UNIT PRICE
	EXHIBIT I IMPORTANT - Refer to Non-Standard Product Warranty	

Terms and Conditions of Sale for CertainTeed Piping Systems



The following general terms and conditions of sale apply to CertainTeed Pipe and/or fittings, solvent, and lubricant and other accessories

1. A/C and PVC Pipe and Accessories

A. Prices quoted are good for 60 days from the bid date after which time they are automatically cancelled, unless otherwise agreed by CertainTeed Corporation's P&PG District Sales Manager

B. Shipments made within 120 days from bid date shall be at prices quoted herein, unless otherwise agreed by CertainTeed Corporation's P&PG District Sales Manager

2. **Force Majeure:** CertainTeed shall not be liable for any delays or failures in making delivery where occasioned by strikes or differences with workmen or by any causes beyond the control of CertainTeed, such as but not limited to, fires, floods, accidents, action of any government authority, or shortages of labor, raw materials, production facilities or transportation.

3. **Product Changes:** CertainTeed reserves the right to alter, modify, or redesign its products without liability for obsolescence

4. **Taxes:** All Federal, state or local sales or use of similar taxes shall be for the Customer's account

5. **Terms:** Pipe and Fittings Solvent, Lubricant and other accessories:

2% (after deducting freight) 10th Prox. Net 30th Prox.

to stock 2% (after deducting freight) 25th Prox. Net 30th Prox. to contractors.

6. **List Price, Discount or Freight Changes:** List prices of pipe, fittings, etc., discounts and freight terms are subject to change without notice.

7. **Order Acceptance or Rejection:** CertainTeed reserves the right to accept, or reject any order. Possession of a price list does not constitute an offer to sell

8. **Credit Approval:** Customer credit approval is required prior to any shipments. Should customer's financial responsibility become unsatisfactory to CertainTeed, cash payments or satisfactory security may be required by CertainTeed prior to delivery

9. **Mode of Shipment or Packaging:** CertainTeed reserves the right to ship orders at the most economical rate. Where customer requests special packaging or handling the additional cost will be billed to the customer.

10. **Damage, Loss or Shortage Claims:** Upon receipt of order, customer must check for accountability and acceptability of goods. Any damage, loss or shortage should be reported to the driver and noted on his billing papers

In the event that a common carrier is retained by CertainTeed on Customer's behalf to deliver shipments to customer's requested point of delivery, the risk of any damage or loss to said shipment shall pass to the Customer upon delivery of the shipment by CertainTeed to the carrier even though CertainTeed may agree to be responsible for the costs of shipment. Shipments must be inspected for damage or loss or shortage upon receipt by consignee prior to acceptance from the carrier. Any damage or loss claims must be made to the carrier. CertainTeed will not be liable in any manner for damage or loss caused to a shipment by a common carrier. Shortage of material claims regardless of "mode of shipment" must be submitted in writing to CertainTeed within 30 days of invoice date

11. **Cancellation:** Non-Standard or custom produced pipe and/or fittings are not subject to customer's cancellation once production has begun.

12. Non-Standard Products:

Definition A. Piping: This is a piping product which the plant servicing the customer has the capability of producing but does not inventory, or does not have the capability of producing. In these instances, the customer should check for availability and minimum quantity required to process order

Definition B. Fittings: As defined on the price pages, or those "welded-up" especially for the customer. Fittings not shown by CertainTeed which must be specially fabricated must be submitted for consideration, advising quantity and pertinent details, through the District Sales Office for availability and pricing

13. **Returned Materials:** Forward individual requests to the CertainTeed District Sales Manager. Materials cannot be returned without prior approval and written authorization issued by appropriate CertainTeed Personnel. Material returned without this authorization will not be accepted at the plant. A 25% restocking charge and freight costs of returned material (and out-freight if applicable) will be charged to the account of the customer

In addition, CertainTeed's Quality Control Department will determine acceptability of returned material for restocking and resalability. Credit will be issued on resalable material only.

14. **Delivery:** Quoted deliveries are based on estimates at the time of quotation. CertainTeed Corporation will devote its best efforts to meeting delivery schedules but assumes no liability for additional costs or damages resulting from late deliveries

15. **Warranty:** CertainTeed only warrants to replace, without charge, those pipe lengths and fittings proven to have manufacturing defects within six (6) months of the date of delivery thereof, provided, however, that CertainTeed has first been given an opportunity to inspect the pipe and fittings alleged to be defective in order to determine if the pipe lengths and fittings meet CertainTeed's specifications and if the handling, installation, and operating conditions have been satisfactory and in accordance with acceptable practices. Products sold by CertainTeed which are manufactured by others are warranted only to the extent of and are limited to the warranty of the manufacturer. Owing to the widely varying conditions under which CertainTeed's products are installed and used, this company cannot be and is not bound, and no person is authorized to bind this company, by any further warranty whatsoever

Because CertainTeed cannot be assured that solvent weld pipe will be installed by persons fully acquainted with the proper installation techniques involved and the limitations upon such techniques caused by variations in installation conditions, CertainTeed does not warrant and will not be responsible or liable for any expenses, damages, or losses whatsoever connected with or growing out of or caused by the failure of any solvent weld joint or by defective solvent used in making such joint. This disclaimer does not apply to factory-made solvent welds. The foregoing warranty is in lieu of all other warranties, express or implied, oral or written, including the warranties of merchantability and fitness for a particular purpose. In no event shall CertainTeed be responsible for consequential or incidental damages of any kind including, without limitation, any expense for removal or reinstallation resulting from any defect.

16. This agreement shall be governed by, and interpreted according to, the laws of the Commonwealth of Pennsylvania

17. The foregoing terms and conditions constitute the entire understanding between the parties hereto and supersedes any or all prior representations, agreements or understandings, if any, whether oral or written, relative to products delivered hereunder. In the event that any of the terms of any purchase order of Customer conflict with the terms and conditions set forth herein, the general terms and conditions shall govern. No modification hereof shall be effective unless made in writing on a subsequent date hereof and executed by CertainTeed.

CertainTeed Corporation
Pipe and Plastics Group
676 East Swedesford Road
Suite 321
Wayne, PA 19087
(215) 687-9250

CertainTeed 

Date:
Quotation No.

Subject:

As distributor for CertainTeed Corporation we are pleased to furnish you this quotation for pipe on the following basis:

EXHIBIT 2

IMPORTANT - Refer to attached A/C Epoxy-lined Pipe Disclaimer

Terms:

All shipments are subject to our approval of credit.

YOUR ORDER IS SUBJECT TO ACCEPTANCE BY CERTAINTEED

All orders based on truckload quantities are shipped FOB plant, freight prepaid and allowed to the nearest accessible point of delivery over hard surface roads.

A truckload will be the quantity of material required to protect the lowest published freight rate. Contact the district sales office address above for weight/volume requirements from specific plants.

The additional terms and conditions on the reverse side are part of this quotation (over).

We thank you for this opportunity to submit a quotation.

Very truly yours,

By: _____

02-96-0261

CTD027599