



Terms & Conditions

1. Scope of Application and Acceptance

This website is operated by Century Valves & Hydrants. By using and navigating this website and/or acquiring products, the user or Buyer engages in the "Service" and agrees to be bound by the following terms and conditions (hereinafter, the "Terms").

These Terms govern all sales made to the Buyer and the use of the site by any user. This document prevails over and supersedes other terms stipulated in the Buyer's Purchase Order or any other communication. Any modification to these Terms shall be invalid unless formalized in writing and approved by an authorized officer of Century Valves & Hydrants.

2. Purchase Orders and General Conditions of Service

All purchase orders are subject to final approval by Century Valves & Hydrants. Century Valves & Hydrants reserves the right, at its sole discretion, to refuse any purchase order. It may also, at its sole discretion, limit or cancel the quantities purchased per order.

The Buyer agrees not to reproduce, duplicate, copy, sell, resell, or exploit any portion of the service, its use, or access to it, without the express written authorization of Century Valves & Hydrants.

3. Prices, Taxes, and Payment Terms

Product prices are subject to change without prior notice. Unless otherwise stated in a written quotation, prices shall be valid for thirty (30) days.

By default, prices are quoted under the Incoterm FOB Origin. Alternatively, the parties may agree in writing to the term CIF (Cost, Insurance, and Freight) to a port of destination. Under a CIF agreement, Century Valves & Hydrants will arrange for the costs of freight and insurance to said port. In all scenarios, costs arising from importation, tariffs, local taxes, and customs clearance are the sole responsibility of the Buyer.

To confirm a purchase order, a down payment (deposit) is required, the amount of which will be agreed upon in writing. The remaining balance must be settled in full and its receipt confirmed by Century Valves & Hydrants before the products are released for shipment. No shipment will be scheduled until full payment has been received. Any delay in the final payment by the Buyer may result in delays to the estimated shipping date.

All payments must be made in U.S. Dollars (USD). Balances not settled by the agreed-upon payment date will incur a late payment fee at a rate of 1.5% per month.

4. Transfer of Title and Risk

The transfer of title and risk of loss or damage to the products shall be governed by the Incoterm specified in the purchase order.

- **Under the FOB term:** Title and risk are transferred to the Buyer at the moment Century Valves & Hydrants delivers the products to the designated carrier at the Seller's premises or the agreed-upon point of origin.
- **Under the CIF term:** Title and risk are transferred to the Buyer once the products are loaded on board the vessel at the port of shipment (origin). However, under this term, Century Valves & Hydrants is responsible for contracting and paying the costs of freight and insurance to transport the goods to the agreed-upon port of destination.

It is the Buyer's responsibility to file any claim with the carrier or insurer for loss or damage occurring after the title and risk have been transferred.

5. Shipping and Delivery Policy

Provided shipping dates are estimates. Century Valves & Hydrants does not guarantee the accuracy of delivery dates and shall not be liable for damages of any kind, including, but not limited to, incidental or consequential damages for lost sales or profits arising from shipping delays. Procuring shipping insurance is the sole responsibility of the Buyer.

6. Product Warranty

Products are warranted to be new and free from defects for a period of 12 months from the date of shipment. For a claim to be valid, written notification is required within 15 days of receiving the product. Tampering with or removing the product without prior authorization voids this warranty. The liability of Century Valves & Hydrants is strictly limited to the repair, replacement, or refund of defective parts, at its sole discretion.

The Century Valves & Hydrants warranties shall not apply to any product that has been altered after the initial sale. Furthermore, the warranties are void for any product that has undergone replacement or re-working of parts or components which were not of Century Valves & Hydrants manufacture or were utilized without Century Valves & Hydrants's prior written consent.

7. Return and Refund Policy

All sales are final. If a return is authorized (requested in writing within 5 business days of receipt), a 25% restocking fee will apply. The Buyer shall bear all return shipping costs. Products must be returned in their original packaging and in new condition. Special or non-standard products are not eligible for cancellation or return.

8. Limitation of Liability and Indemnification

The maximum liability of Century Valves & Hydrants is limited to the cost of repair, replacement, or refund of the defective product. The Buyer agrees to indemnify, defend, and hold harmless Century Valves & Hydrants including its affiliates, employees, agents, and suppliers, from all claims, losses, damages, and legal costs arising from any act or omission by the Buyer or Century related to this Order or the Products. This applies to claims based on contract, tort, negligence, strict liability, or legal noncompliance. If any part of this indemnity is prohibited by law in a given state, only that part will be void, with the remainder remaining fully enforceable.

9. Force Majeure

Century Valves & Hydrants shall be exempt from all liability for any failure or delay in the performance of its obligations when such failure is due to causes beyond its reasonable control. This exemption includes, but is not limited to, acts of God, natural disasters, armed conflicts, acts of terrorism, governmental mandates, labor disputes, strikes, logistical failures attributable to third parties, or supply chain interruptions. In the event that such occurrences lead to additional costs, Century Valves & Hydrants reserves the right to adjust the final purchase price to offset such expenses.

10. Entire Agreement and Modifications

These Terms constitute the entire agreement and understanding between the parties. Century Valves & Hydrants reserves the right, at its sole discretion, to update or modify any part of these Terms by posting them on the website.

11. Legal Costs

The Buyer agrees to cover all costs and expenses associated with the collection of overdue payments, including reasonable attorneys' fees.

12. Governing Law and Jurisdiction

These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Rhode Island, United States of America.

13. Contact Information

Legal Name: US Products Solutions LLC, DBA: Century Valves & Hydrants

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