

MAILING ADDRESS

1201 Weedpatch Highway  
Bakersfield  
California 93307

**Bakersfield Irrigation Company Inc.**

SHIPPING ADDRESS

1201 Weedpatch Highway  
Bakersfield  
California 93307

PHONE: 661.366.5588

FAX: 661.366.5589

WEBSITE: www.bicpipe.com

E-MAIL: Accounts@bicpipe.com

**TERMS AND CONDITIONS OF SALE**

- 1.) When materials are sold F.O.B. Shipping Point or F.O.B. Shipping Point Freight Allowed, our (BIC) responsibility for loss or damage in transit terminates upon acceptance of materials by the carrier. When materials are sold F.O.B. Destination, our responsibility terminates upon acceptance of the materials by the buyer (consignee). It becomes the buyer's responsibility to check materials for damage or shortage at the time of delivery (acceptance). Claims for damage or shortage must be acknowledged in writing at time of delivery by the carrier and BIC notified in writing within five (3) days after receipt of shipment.
- 2.) **Returns:** Material may not be returned without BIC written consent
  - A.) Returns must be accompanied by a receipt.
  - B.) Returns must be in purchased condition.
  - C.) Returns are subject to a restocking charge by BIC and/or manufacturer.
  - D.) Returns are not allowed for custom cut or threaded materials.
  - E.) No returns after 60 days.
  - F.) No returns on pipe or special ordered items.
- 3.) **Warranty:** Materials are warranted only under the conditions and to the extent that they are warranted by the manufacturers, whose warranties will be furnished on written request. We will not be liable for any breach of such warranty unless and until BIC is first given a reasonable opportunity to, inspect the material alleged to be defective and the installation and use made there of. The purchaser for his own protection shall, if he deems necessary, have the merchandise inspected at the point of origin or manufacture. In no event will we be liable for consequential damages.
- 4.) If purchaser fails to comply with terms of payment or sale, or if purchaser's financial responsibility becomes impaired or unsatisfactory to us, we reserve the right to withhold further deliveries on partially filled orders and/or to require payment in advance or satisfactory security or guarantee that invoices will be paid when due. Purchaser agrees to accept and pay for partial shipments.

**Name** \_\_\_\_\_ **Date** \_\_\_\_\_

**X** \_\_\_\_\_