



"Caring People Distributing Excellence"

CORPORATE OFFICES
3209 17th Avenue West
Seattle, WA 98119
(206) 285-3300

WHOLESALE PLUMBING, LEISURE, HVAC, HYDRONICS & FIRE PROTECTION PRODUCTS

Terms and Conditions

APRIL 1, 2025 VER.(C)

Entire Agreement

These Terms and Conditions ("Terms and Conditions") form the entire agreement between Keller Supply Company ("Keller Supply") and You ("You") for all sales between the parties, including those made on kellersupply.com, unless the parties specifically agree otherwise in writing.

All prior oral and written agreements including, but not limited to, terms in Your purchase order that are different from or in addition to these Terms and Conditions are not binding on Keller Supply unless expressly accepted in writing by a duly authorized representative of Keller Supply.

The terms and conditions in the invoice that You receive from Keller Supply are hereby incorporated into these Terms and Conditions.

The terms and conditions in an approved Application for Credit are hereby incorporated into these Terms and Conditions.

Acceptance of Order

Keller Supply is not obligated to sell You goods and it reserves the right to reject any and all orders from You at its sole discretion. An order is effective only if it is accepted by Keller Supply.

All online orders are a request to purchase goods. Keller Supply will email You confirmation of the order, with transaction details. A Keller Supply sales representative may also contact You to discuss the terms of the order. For online orders, only the total product price will appear on the screen at checkout - taxes, shipping and handling fees will appear as "TBD." These costs will be calculated and added to the final order, if the order is accepted by Keller Supply, and provided to You before shipping. You must pay these taxes, fees and charges.



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Prices and Quotations

All quotes from Keller Supply are valid for seven (7) calendar days, unless otherwise specified in writing.

Although Keller Supply strives to display accurate pricing and availability information, errors may occur from time to time. Keller Supply reserves the right to correct all such errors at any time.

All prices, discounts and promotions are subject to change without notice. The price listed on the most recent quote from Keller Supply will apply to Your purchase.

Product prices do not include taxes, shipping and handling fees, import/export duties; also, inbound freight charges will be added to special orders. All such costs are added to Your order and shall be paid by You.

In the event of any changes in tariffs, import/export duties, taxes, or other regulatory measures that impact the cost of goods, materials, or services, Keller Supply reserves the right to adjust pricing accordingly. Any such changes will be communicated in writing, and You agree to pay any additional costs resulting from these regulatory adjustments.

You must notify Keller Supply of any pricing errors, in writing, within thirty (30) days from the date that You receive an invoice – if You fail to do this, all such errors and claims are waived.

Payment

All sales are Cash on Delivery (C.O.D) unless Keller Supply has approved Your application for credit.

You are obligated to pay all credit purchases by the 25th day of the month following the date of purchase. A service charge of 1.5% per month, or the maximum rate allowed by law, shall be applied to any past-due balance.

Special order items require payment in full at the time of the order.

No discount is allowed on sales taxes, federal excise taxes and freight charges.

The minimum billing for all purchases on credit is \$25.00.

Shipping and Delivery

Keller Supply will arrange for the shipment of goods that You have ordered unless the parties agree otherwise. Large items may be delivered within Keller Supply's delivery area. Keller Supply will try to deliver such items at ground level, as close to the building as access reasonably allows.

Shipping and delivery dates are estimates only and are not guaranteed by Keller Supply. In the event of a delay in the delivery of goods, the delivery date will be extended by a period equal to the time lost due to the delay. You are not entitled to recover any damages from Keller Supply for such a delay.

The cost of any special freight shipments, packaging, or handling requested or required by You will be added to the cost of the order.

A signature acknowledging receipt of a shipment of goods is required.

Acceptance and Claims

You are obligated to examine and inspect all goods upon receipt and prior to installation. All claims for damages, shortages and errors in shipment or delivery must be made in writing within one (1) business day from the delivery, after which You will be deemed to have accepted the goods and will have no right to reject the goods or to revoke Your acceptance of the goods.

The carrier, not Keller Supply, is responsible for any goods damaged or lost in transit and You shall file any and all claims with the carrier and not with Keller Supply.



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Cancellations

Specialty/custom fabricated items may not be canceled.

If You cancel an order for items that are not specialty/custom fabricated, there may be restocking or handling fees even if these items have not yet been delivered.

Returns

As of April 1, 2013, Keller Supply no longer accepts returns of leaded products.

You may return items that Keller Supply, in its sole discretion, considers to be "stock" and provided that the products are in good condition, have not been used, installed, altered, or damaged, are returned in undamaged original packaging, and are accompanied with the invoice from the sale. Material returned within 30 days of purchase will incur a 15% handling charge, and material returned after 30 days of purchase will incur a 25% handling charge. A restocking fee may also apply.

Special orders and non-stocked goods can be returned only if the manufacturer agrees to accept the returned item and You agree to pay Keller Supply for any restocking, cancellation or other charges from the manufacturer.

Specialty/Custom fabricated items are not subject to return.

If Keller Supply agrees to a return of goods, a refund will be given to You in the form that was used in the sale, with a Keller Supply check, a credit to Your credit card, or a credit memo.

Warranty Disclaimer

The only warranties applying to items sold by Keller Supply are those that may be offered by the manufacturer. Keller Supply hereby expressly disclaims all warranties, either expressed or implied, including any implied warranties of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any person to assume for it any liability in connection with the sale of any item.

Limitation of Liability and Damages

In the event a problem arises in connection with goods provided by Keller Supply, Your exclusive remedy shall be, at Keller Supply's sole option, one of the following: (1) replacement of the non-conforming product or (2) refund of the amount that You paid to Keller Supply for the defective product. This limitation of damages applies to all claims, whether asserted under contract, tort, statute, or any other legal theory.

Under no circumstances shall Keller Supply be liable to You or to any other person or company for any consequential, indirect or incidental damages arising from the sale of goods to You. This exclusion includes, but is not limited to, damage to property, loss of use, loss of time, loss of profits, loss of income, loss of use of equipment, repairs, replacements, labor, and any other loss or damage of an economic nature.

Indemnification

In accepting the goods sold by Keller Supply, You agree to defend (with counsel acceptable to Keller Supply), indemnify and hold Keller Supply harmless from any and all claims arising out of Your breach of these Terms and Conditions or any negligent, reckless or intentional act or omission by You or your agents or representatives regarding the goods sold by Keller Supply.

Changes to These Terms and Conditions

Keller Supply may update these Terms and Conditions by posting a revised version to its website. The date of any revised version will appear in the Terms and Conditions. In the event that Keller Supply makes any changes to the Terms and Conditions, it will notify You through a notice on its website. We encourage you to visit our website to review and familiarize yourself with the Terms and Conditions and any changes made. ■