

# **CAPPRODUCTS LTD**



A Member of The Phoenix Forge Group

## Price Sheet C-918

Effective September 26, 2018  
Supersedes Sheet C-318

## **CAPPRODUCTS, LTD.**

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## List Prices to Authorized Distributors

Freight Allowance: Shipments F.O.B. Shipping Point. Full freight allowed on shipments of \$750.00 net or more of CAPPRODUCTS, LTD. products within Canada.

Minimum invoice \$50.00 net. Terms 2% 10 days, net 30 days.

ALL SHIPMENTS SUBJECT TO PRICE IN EFFECT AT TIME OF SHIPMENT.

UPS Shipments \$7.00 Handling charge.

All Prices in CDN\$.

## Rigid Conduit 90° & 45° Elbows

Hot Dip Galvanized – UL Listed

Size	Price Per C	Standard Carton 90° Qty 45°		Weight Per Ctn - 90°	Weight Per C-90°	Std. Rad. To C/L
1/2	<b>3874.33</b>	50	50	38#	73#	4
3/4	<b>4047.53</b>	50	50	55#	107#	4 1/2
1	<b>6206.19</b>	25	35	48#	193#	5 3/4
1-1/4	<b>8515.46</b>	20	30	57#	285#	7 1/4
1-1/2	<b>10556.74</b>	15	15	64#	426#	8 1/4
2	<b>15241.23</b>	10	15	65#	650#	9 1/2
2-1/2	<b>28386.27</b>	80*	B	920#	1150#	10 1/2
3	<b>39371.63</b>	50*	B	900#	1800#	13
3-1/2	<b>62285.06</b>	50*	B	1313#	2625#	15
4	<b>70610.28</b>	36*	B	1152#	3200#	16
5	<b>195329.28</b>	---	---	---	7000#	24
6	<b>293910.46</b>	---	---	---	10000#	30

\* Sizes 2 1/2 and larger shipped bulk, with thread protectors.

\* For weights of 45° Elbows, use 70% of 90° weight.

\* 1 1/4°, 15°, 22 1/2°, 30°, and 60° Elbows – Above prices Plus 10%.

\* Dimensional and Material Specifications where applicable:

\* Underwriters' Laboratories No. UL6, ANSI C80.1

## Rigid Conduit Couplings

Galvanized – UL Listed

Size	Price Per C	Standard Carton Qty	Master Carton Quantity	Weight Per Carton	Weight Per C
1/2	<b>948.53</b>	100	1600	13#	13#
3/4	<b>1164.40</b>	50	800	10#	19#
1	<b>1724.60</b>	30	480	10#	33#
1-1/4	<b>2156.16</b>	25	400	11#	43#
1-1/2	<b>2722.90</b>	25	250	14#	56#
2	<b>3598.86</b>	20	160	15#	77#
2-1/2	<b>8913.41</b>	25		46#	184#
3	<b>11540.69</b>	20		46#	230#
3-1/2	<b>15475.31</b>	18		68#	378#
4	<b>15541.51</b>	12		37#	308#
5	<b>35864.27</b>	---			500#
6	<b>49798.82</b>	---			800#

\* Conforms to Underwriters' Laboratories No. UL6 and ANSI C80.1

## Special Large Radius Elbows 90° & 45°

Hot Dip Galvanized – UL Listed  
Price Each

Size	12 Radius	15 Radius	18 Radius	24 Radius	30 Radius	36 Radius	48 Radius
1	220.28	279.09	282.00	373.55	366.54	417.11	548.35
1-1/4	253.18	326.96	331.94	409.56	476.32	509.47	664.71
1-1/2	303.22	336.81	373.28	440.60	554.94	639.85	791.87
2	357.17	394.85	469.65	575.61	705.62	744.12	1023.39
2-1/2	453.48	572.99	648.82	784.31	914.25	1068.42	1403.59
3		757.82	818.93	1031.33	1199.13	1342.45	1764.19
3-1/2			1157.71	1364.12	1568.24	1831.82	2307.33
4			1293.54	1458.10	1759.60	1907.25	2830.38
5					2260.75	3420.19	4518.61
6						3757.52	4628.43

### Weight Each

Size	12 Radius	15 Radius	18 Radius	24 Radius	30 Radius	36 Radius	48 Radius
1	5#	6#	7#	8#	10#	11#	14#
1-1/4	7#	8#	9#	10#	12#	13#	18#
1-1/2	8#	8#	10#	13#	15#	17#	22#
2	11#	10#	14#	17#	20#	22#	29#
2-1/2	17#	20#	22#	26#	30#	34#	45#
3		23#	28#	33#	38#	43#	60#
3-1/2			32#	41#	47#	53#	66#
4			40#	47#	54#	62#	81#
5					72#	83#	108#
6						120#	145#

\* Orders for Special Large and Extra Large Elbows are not subject to Cancellation.

\* Extra Large radius Elbows – 60, 72, 84, etc., Prices on Application.

\* 11-1/4°, 15°, 22-1/2°, 30° and 60° - Same Price as 90°.

# Conduit Nipples

Galvanized – CSA Listed

## Price Per 100 in Carton Quantities

Pipe Size	Close		1 1/2	2	2 1/2	3	3 1/2	4	5	6	8	10	12
	Length	List											
1/2	1 1/8	670.80	800.37	909.54	982.28	1062.32	1163.75	1261.21	1411.03	1685.00	2932.57	3361.54	3874.60
3/4	1 3/8	865.96	997.13	1023.06	1138.72	1241.00	1293.92	1470.00	1689.75	1970.01	3251.27	3903.96	4386.78
1	1 1/2	1298.07		1429.28	1553.41	1731.28	1963.67	2105.80	2387.35	2609.86	4115.55	5313.33	6032.99
1-1/4	1 5/8	1689.38		1817.09	1990.57	2145.31	2439.71	2582.46	2991.75	3366.33	5512.50	6935.67	8075.40
1-1/2	1 3/4	2039.31		2155.25	2430.15	2616.30	3006.27	3272.31	3671.17	4513.16	6903.31	8303.87	9008.59
2	2	2501.00			2935.59	3396.11	3867.46	4269.10	4981.71	5695.43	8216.45	9840.04	11204.38
2-1/2	2 1/2	6936.51				7011.18	8287.67	8679.86	10259.17	11643.45	15315.04	17781.79	20684.06
3	2 5/8	8138.19				8619.05	9724.89	10544.49	12255.24	13994.96	18211.22	22764.68	26132.32
3-1/2	2 3/4	10026.25						12832.07	14534.13	16611.08	20814.10	25177.43	29426.79
4	2 7/8	11842.41						14406.63	16892.33	18865.76	23510.40	29037.88	34570.04
5	3	22529.44							32789.65	35678.87	42378.56	49684.27	60184.01
6	3 1/8	29624.46							40864.80	45094.19	52616.87	65759.82	73065.10

\* For List Prices on 4 1/2, 5 1/2, 7, 9, and 11 Lengths use next Longer Length Listed.

## Carton Quantities / Weight Per 100 Pieces

Pipe Size	Close	1 1/2	2	2 1/2	3	3 1/2	4	5	6	8	10	12
1/2	25	25	25	25	25	25	25	25	25	50	50	50
	5	8	11	14	18	21	24	31	37	50	63	76
3/4	25	25	25	25	25	25	25	25	25	25	25	25
	8	9	13	17	22	26	30	39	48	65	82	99
1	25		25	25	25	25	25	25	25	25	25	25
	10		16	22	29	35	41	54	67	92	117	142
1-1/4	25		25	25	25	25	25	25	25	25	25	10
	17		23	31	40	48	56	73	89	122	155	188
1-1/2	25		25	25	25	25	25	25	25	10	10	10
	25		30	40	50	61	71	91	112	152	193	234
2	25			25	25	25	25	25	25	10	10	10
	41			54	68	82	95	122	150	204	259	313
2-1/2	10				10	10	10	10	10	10	5	5
	47				69	91	112	155	198	283	369	455
3	10				10	10	10	10	10	5	5	5
	77				99	127	155	211	267	379	492	604
3-1/2	10						6	6	5	3	3	3
	95						178	245	313	447	581	715
4	10						6	6	5	3	3	3
	107						194	271	349	503	658	812
5	B							B	B	B	B	B
	153							368	476	691	906	1121
6	B							B	B	B	B	B
	243							509	651	934	1218	1501

## E.M.T. 90° & 45° Elbows

Galvanized – UL Listed

Pipe Size	Price Per C	Standard Radius To C/L	Carton Qty		Approximate Weight	
			90°	45°	Per Carton	Per C - 90°
1/2	<b>2069.94</b>	4	50	50	14#	28#
3/4	<b>2248.09</b>	4 1/2	50	50	22#	44#
1	<b>3464.31</b>	5 3/4	25	35	17#	86#
1-1/4	<b>4294.00</b>	7 1/4	20	30	29#	143#
1-1/2	<b>4993.92</b>	8 1/4	20	30	20#	198#
2	<b>7335.37</b>	9 1/2	10	15	31#	305#
2-1/2	<b>17859.85</b>	10 1/2	80	---	480#	600#
3	<b>26628.57</b>	13	50	---	425#	850#
3-1/2	<b>35691.08</b>	15	50	---	575#	1150#
4	<b>41989.66</b>	16	36	---	522#	1450#

- \* Sizes 2 1/2 and larger shipped bulk.
- \* For weights of 45° Elbows, use 70% of 90° weight.
- \* 1 1/4°, 15°, 22 1/2°, 30°, and 60° Elbows – Above prices Plus 10%.
- \* Dimensional and Material Specifications where applicable
- \* Underwriters' Laboratories No. UL797, ANSI C80.3

## E.M.T. Special Large Radius Elbows 90° & 45°

Price Each/Weight

Size	12 Radius	15 Radius	18 Radius	24 Radius	30 Radius	36 Radius	48 Radius
1-1/4	238.35 3	---	405.69 4	---	---	---	---
1-1/2	300.39 4	377.95 4	407.32 4	---	---	666.74 7	824.42 9
2	---	419.07 6	480.27 6	588.80 7	---	955.16 10	---
2-1/2	---	---	---	871.24 13	---	1089.36 13	---
3	---	---	---	1039.07 13	1222.19 15	1434.37 16	1574.53 21
3-1/2	---	---	---	---	1904.02 19	1989.73 22	2506.00 28
4	---	---	---	---	1986.84 21	2076.30 24	2615.03 31

- \* Dimensional and Material Specifications where applicable:
- \* Underwriters' Laboratories No. UL797, ANSI C80.3

## Aluminum 90° & 45° Elbows

UL Listed

Size	Prices Per C	Standard Carton Quantity	Weight Per C	Standard Radius To C/L
½	5144.69	50	25#	4 ½
¾	6989.37	50	36#	4 ½
1	9738.96	20	68#	5 ¾
1-1/4	15482.65	20	104#	7 ¼
1-1/2	20596.02	10	157#	8 ¼
2	30316.71	10	241#	9 ½
2-1/2	51099.19	80*	412#	10 ½
3	78929.36	50*	637#	13
3-1/2	123101.44	50*	875#	15
4	145964.19	36*	1125#	16
5	431582.70	---	2287#	24
6	597130.17	---	4019#	30

\* Sizes 2 1/2 and Larger shipped bulk, with thread protectors, or in our special palletized super carton in quantities indicated

\* Also available in 11-1/4°, 15°, 22-1/2°, 30° and 60° – Above prices plus 10%.

\* Dimensional and Material Specifications where applicable.

\* Underwriters' Laboratories No. UL6A, ANSI C80.5

## Aluminum Conduit Couplings

Size	Prices Per C	Standard Carton Quantity	Weight Per C
½	1694.36	100	6#
¾	2563.78	50	9#
1	3382.39	30	13#
1-1/4	4133.93	25	20#
1-1/2	4777.04	25	19#
2	6783.54	20	36#
2-1/2	15278.45	25	63#
3	19934.59	20	84#
3-1/2	27387.47	18	101#
4	32973.02	12	134#
5	111340.18	---	247#
6	159432.91	---	310#

## Aluminum Conduit Nipples

**CSA Listed**  
**Price Per 100 in Carton Quantities**

Carton quantities the same as Galvanized Conduit Nipples

Pipe Size	Close		1 1/2	2	2 1/2	3	3 1/2	4	5	6	8	10	12
	Length	List											
1/2	1 1/8	1973.57	2028.29	2185.94	2593.91	2727.70	2958.49	3168.55	3631.34	3831.83	5129.46	6240.49	7204.07
3/4	1 3/8	2652.83	2770.81	2881.13	3054.18	3306.20	3431.57	3621.78	4332.23	4917.26	6473.48	7577.13	9299.80
1	1 1/2	3253.72		3604.10	3939.28	4242.20	4819.63	5239.11	6192.74	7312.38	9079.86	11422.44	13521.29
1-1/4	1 5/8	4358.06		4458.96	4897.70	5549.34	6317.19	6936.17	8166.61	9465.74	12055.17	14696.69	17723.70
1-1/2	1 3/4	5420.13		5588.49	5942.18	6753.27	8477.86	8520.44	9774.53	11279.49	14511.72	17693.70	20726.57
2	2	6963.65			7462.52	8347.68	9275.68	10258.56	12260.61	14146.13	18073.11	22014.20	26003.72
2-1/2	2 1/2	14730.64				15128.68	16790.72	17790.65	20070.11	22027.81	27859.39	33715.65	39179.49
3	2 5/8	15295.46				17182.41	20479.82	21361.03	24403.67	28004.24	35646.39	43416.56	50952.35
3-1/2	2 3/4	19535.20						26238.84	29648.52	34190.05	42564.35	52594.62	61411.06
4	2 7/8	24398.95						30584.92	35107.76	40703.24	51690.49	62793.23	73636.42
5	3	57004.43							66793.78	70064.53	89292.14	108870.22	123313.17
6	3 1/8	68792.40							87029.44	93702.75	119461.78	143442.50	158049.17

\* Dimensional and Material Specifications where applicable:  
\* Underwriters' Laboratories No. UL6A, ANSI C80.5

## Aluminum Special Large Radius Elbows 90° & 45°

UL Listed

Special Large Radius Elbows – 90° – 60° – 45° - 30° Price Each

Size	12 Radius	15 Radius	18 Radius	24 Radius	30 Radius	36 Radius	48 Radius
1	384.24	449.48	522.95	670.34	694.26	882.61	1169.86
1-1/4	442.73	533.06	660.95	792.17	904.75	1078.10	1346.37
1-1/2	569.33	640.31	805.49	947.45	1105.55	1288.18	1631.59
2	701.42	834.65	992.53	1223.49	1410.19	1643.28	2071.22
2-1/2	843.94	1116.40	1346.37	1628.92	1899.79	2216.90	2788.09
3		1487.64	1712.09	2161.56	2509.89	2952.63	3690.86
3-1/2			2537.66	2990.54	3601.90	4015.67	5061.28
4			2830.37	3343.74	3850.84	4488.89	6221.05
5					6538.68	7665.33	9657.36
6						8214.96	10363.74

\* Dimensional and Material Specifications where applicable:  
\* Underwriters' Laboratories No. UL6A, ANSI C80.5

## Conduit 90° & 45° Elbows Stainless Steel T-304

UL Listed

Size	Weight/C pcs	Std. C/L Radius	List Price Each	
			0-25 pcs.	26 – Plus
1/2	73#	4	P.O.A.	P.O.A.
3/4	107#	4.5	P.O.A.	P.O.A.
1	193#	5.75	P.O.A.	P.O.A.
1-1/4	285#	7.25	P.O.A.	P.O.A.
1-1/2	426#	8.25	P.O.A.	P.O.A.
2	650#	9.5	P.O.A.	P.O.A.
2-1/2	1150#	10.5	P.O.A.	P.O.A.
3	1800#	13	P.O.A.	P.O.A.
3-1/2	2625#	15	P.O.A.	P.O.A.
4	3200#	16	P.O.A.	P.O.A.

\* Available in Stainless Steel Type 316 upon request.

\* 11-1/4°, 15°, 22 1/2°, 30° &amp; 60° Elbows – Above prices plus 10%

\* For weights of 45° Elbows, use 70% of 90° weights

\* Dimensional and Material Specifications where applicable:

\* Underwriters' Laboratories No. UL6A

## Conduit Couplings Stainless Steel T-304

Size	Weight/C pcs	List Price Each	
		0-25 pcs.	26 – Plus
1/2	18#	P.O.A.	P.O.A.
3/4	27#	P.O.A.	P.O.A.
1	43#	P.O.A.	P.O.A.
1-1/4	58#	P.O.A.	P.O.A.
1-1/2	70#	P.O.A.	P.O.A.
2	120#	P.O.A.	P.O.A.
2-1/2	225#	P.O.A.	P.O.A.
3	418#	P.O.A.	P.O.A.
3-1/2	450#	P.O.A.	P.O.A.
4	500#	P.O.A.	P.O.A.

\* Available in Type 316 Stainless upon Request

\* Conforms to Underwriters' Laboratories No. UL6A



## Conduit Pipe Stainless Steel T-304

UL Listed

Size	Weight/C pcs	List Price Each	
		0-25 pcs.	26 – Plus
1/2 x 10'	9#	P.O.A.	P.O.A.
3/4 x 10'	12#	P.O.A.	P.O.A.
1 x 10'	17#	P.O.A.	P.O.A.
1-1/4 x 10'	23#	P.O.A.	P.O.A.
1-1/2 x 10'	28#	P.O.A.	P.O.A.
2 x 10'	38#	P.O.A.	P.O.A.
2-1/2 x 10'	60#	P.O.A.	P.O.A.
3 x 10'	80#	P.O.A.	P.O.A.
3-1/2 x 10'	96#	P.O.A.	P.O.A.
4 x 10'	113#	P.O.A.	P.O.A.

\* Type 316 Stainless Steel Conduit Available upon Request

\* Above Conduit includes 1 Coupling Per Length.

\* Manufactured to Underwriters' Laboratories No. UL-6A specification.

## Special Large Radius Elbows – 90° & 45° Stainless Steel T-304

UL Listed

List Price Each

Size	12 Radius	15 Radius	18 Radius	24 Radius	30 Radius	36 Radius	48 Radius	60 Radius
1	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	
1-1/4	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	
1-1/2	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	
2	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	
2-1/2	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.
3	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.
3-1/2			P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.
4			P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.

\* Extra large Radius Elbows – over 48 Radius available upon request

\* 11-1/4°, 15°, 22-1/2°, 30° & 60° same price as 90°.

\* Type 316 Stainless Steel available upon request

\* Manufactured to Underwriters' Laboratories No. UL-6A specification

## Conduit Nipples Stainless Steel T-304

CSA Listed  
Price per **EACH**

Pipe Size	Close	1-1/2	2	2-1/2	3	3-1/2	4	4-1/2	5	5-1/2	6	7	8	9	10	11	12		
	Length	List																	
1/2	1-1/8	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.
3/4	1-3/8	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.
1	1-1/2	P.O.A.		P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.
1-1/4	1-5/8	P.O.A.		P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.
1-1/2	1-3/4	P.O.A.		P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.
2	2	P.O.A.				P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	282.27
2-1/2	2-1/2	P.O.A.				P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	352.65
3	2-5/8	P.O.A.				P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	468.90
3 1/2	2-3/4	P.O.A.						P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	542.61
4	2-7/8	P.O.A.						P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	P.O.A.	601.36

\* For price of 6 1/2, 7 1/2, 8 1/2, etc. length use next longer length listed.  
 \* Available in Type 316 Stainless Steel Upon Request  
 \* Longer lengths available upon request

Warranty

ALL CONDUIT PIPE PRODUCTS ARE WARRANTED TO BE FREE FROM MANUFACTURING DEFECTS AND ANY FOUND TO BE DEFECTIVE WILL BE REPLACED WITHOUT CHARGE PROVIDED (1) THE PRODUCT WAS USED AS RECOMMENDED AND IN ACCORDANCE WITH APPROVED INSTALLATION AND OPERATING PRACTICES; (2) THAT ITS FAILURE RESULTED FROM A MANUFACTURING DEFECT AND NOT FROM DAMAGE DUE TO CORROSIVE, ABRASIVE, OR OTHER WEAR NORMALLY EXPECTED IN THE SERVICES INVOLVED. NO LABOR COST OR OTHER EXPENSE WILL BE ASSUMED.

## The Phoenix Forge Group

### Terms and Conditions

Freight Terms: All shipments are F.O.B. Shipping Point. Our responsibility ceases after we make delivery to the carrier. Claims for damages, loss, or delay in transit should be made to the carrier. Full freight at the lowest published rate will be allowed on a single order to a single location in Canada.  
 Freight allowance: Shipments F.O.B. Shipping Point.  
 Full freight allowed on shipments of \$750.00 net or more of CAPPRODUCTS, LTD. products within Canada.  
 Full freight allowed on shipments of \$750.00 net or more of CAPPRODUCTS, LTD. products within Canada from regional warehouses.  
 ALL SHIPMENTS SUBJECT TO PRICE IN EFFECT AT TIME OF SHIPMENT.

UPS Shipments \$7.00 Handling Charge.  
 Terms: 2% 10 days, net 30 days. Minimum Invoice Value: \$50.00 .  
 Restocking & Handling Charge: See Returned Parts Policy.  
 ALL PRICES SUBJECT TO CHANGE WITHOUT NOTICE.

**Phoenix**

Phoenix as used throughout these terms and conditions means **CapProducts Ltd.**  
 Phoenix Terms & Conditions of Sale as outlined on acknowledgements and bid proposals govern all material transactions.

**Returned Parts**

Phoenix reserves the right to decline the return of material. We must issue a written return goods authorization and instructions (RGA) prior to the return of any material. A handling and restocking charge of 25% will be applicable to any authorized returned material. Authorization for the return of material more than 60 days old must be reviewed on an individual basis. Terms and conditions for the return of authorized material will be issued at the time of approval.

**Nonconforming Parts**

Phoenix reserves the right to replace, repair, or authorize the return of any material not in accordance with agreed upon and published manufacturing practices. Phoenix will only be responsible to the value of the nonconforming material.

**Entire Agreement**

This Contract contains the entire agreement between the parties and supersedes all prior agreements and representations, written and oral. Phoenix's acceptance of, or acquiescence in, a course of performance by Buyer shall not be relevant or admissible to determine the meaning of this Contract, even if Phoenix had knowledge of the nature of the performance and an opportunity to make objection. No changes, additions, or deletions shall incorporate the Terms and Conditions listed herein. Phoenix shall not be bound by any additional provisions or provisions at variance herewith that may appear in Buyer's purchase order(s) or acknowledgement(s) unless such provision is expressly agreed to in writing by Phoenix.

**Limited Warranty**

Phoenix warrants materials sold to be free from defects in workmanship for a period of one (1) year from the date of sale. Phoenix will, at its option, repair or replace any defective materials if reported in writing to Phoenix so that such writing is received within one (1) year after the date of sale. Such limited warranty shall be Phoenix's only obligation with respect to the materials sold hereunder. Phoenix specifically disclaims and buyer specifically waives any other express implied warranties, including any warranty of merchantability, warranty of fitness for a particular purpose, or warranties against latent defects or redhibitory vices. Buyer agrees that Phoenix is not liable for any claims, demands, or other liabilities whatsoever arising out of this Contract, including claims related to the sale, resale, timeliness of delivery, the delivery itself, or the assembly of materials, whether any of the foregoing are based in contract, tort, (including negligence or strict liability) or otherwise, and Buyer agrees to defend and hold Phoenix harmless from any such claims, demands, or liabilities. Buyer specifically waives any remedy or right of revocation of acceptance, rescission, or redhibition. Buyer specifically waives any right to recover any special, indirect, incidental, or consequential damages, lost profits, or damages from loss of use in connection with this sale. The foregoing waivers and disclaimers shall be considered a material and integral part of any sale between the parties.

**Freight, Sales Taxes**

Unless specifically set forth herein, the price for the goods does not include freight or delivery, neither does it include any sales taxes. Buyer agrees to remain responsible for any sales taxes which are not collected by Phoenix at the time of sale.

**Payment**

If Phoenix extends credit to Buyer, payment shall be due thirty days after the invoice date. Buyer agrees that all past due sums shall accrue interest at eighteen percent per annum. Should Phoenix institute legal action to collect any sums due to Phoenix, Buyer agrees to pay all costs of collection including attorney's fees of at least ten percent of the amount due.

**Severability**

Should any provision of the Contract be enforceable or ruled invalid under the law, the remainder of this Contract shall nonetheless remain valid.