

Fabco Plastics Terms and Conditions

Notice to Buyers

PRICES

All prices shown are subject to change without notice and should be confirmed with FABCO. These prices do not constitute an offer to sell. All are based on standard domestic packaging and do not include special overseas packaging or other requirements. Dealer, Contractor and OEM discounts for volume orders are available for most product lines.

PLACING ORDERS

To expedite handling of your order, please use the combination of part number, size and brief description. Our minimum order is \$25.00 net.

SHIPPING

All shipments are FOB shipping point except those qualified materials which carry mill shipment freight allowances. The term FOB shipping point means the carrier accepts all responsibility upon accepting the shipment at our dock. Therefore, any claims for damage or loss must be settled between you and the carrier without delay.

EXPORT SHIPMENT

FABCO will be happy to handle your export order. We will offer prompt replies on your inquiry including Pro Forma Invoice, CIF Port of Unloading, and export crating on all our products. Terms and Letter of Credit drawn on a Canadian bank. Address your inquiry to "Export Dept." at our Maple, Ontario office.

CLAIMS & RETURNS

Claims for shortages or inaccurate filling of orders must be made to FABCO within ten days after receipt of goods. Include a copy of the invoice or shipper on which the goods were purchased. You will then receive a Returned Goods (RG) authorization number. There is a 25% restocking charge on any standard goods returned for credit or exchange, when the error is not ours, providing such goods that are returned are in new and saleable condition, are returned on a prepaid basis and the returned goods do not exceed ten percent of the original ordered quantities. Goods returned without the RG authorization will be refused. Any custom fabricated, hand fabricated or specially ordered products are non-returnable.

Condition of Sale Terms

INFORMATION

FABCO will endeavor to furnish such advice as it may be able to supply with reference to the use by buyer of any materials purchased, but FABCO makes no guarantees and assumes no obligation or liability for the advice given verbally or in print or the results obtained. Buyer assumes all risk and liability which may result from the use of any material, whether used singly or in combination with other products. No suggestion for product use shall be construed as a recommendation for its use in infringement on any existing patent.

PRODUCT WARRANTY

All products not manufactured by FABCO carry the original manufacturer's warranty. Copies are available on request. All products manufactured by FABCO will be free of defects in material and workmanship for a period of one year from shipment from FABCO. If found to be defective by us, we will repair or replace the nonconforming parts or goods at our option or return the purchase price at our option. Notice of a defective product must be given to FABCO in writing immediately upon the discovery of such defect and include a copy showing proof of purchase. FABCO will not be liable for special or consequential damages in any claim, suit or proceedings arising under this warranty, nor will FABCO accept any liability for claims for labor, loss of profit, repairs or other expenses incidental to replacement. The Product Warranty expressed above is our only warranty and may not be verbally changed or modified by any representative of FABCO. The offer to repair or replace nonconforming goods within warranty does not cover defects caused by shipping damages, damages caused by improper use or installation, or by the buyer's attempts to use the products beyond their mechanical, thermal or electrical capacity. All freight costs incurred in shipping parts to or from FABCO, or to the manufacturer if necessary, are at the expense of the customer. FABCO reserves the right of product substitution to meet market shortages.

Credit Terms and Conditions

1. The Applicant hereby consents to Fabco Plastics obtaining, using, exchanging or investigating any personal or business information provided by the application for the purpose of evaluating, servicing and collecting on the accounts established pursuant to the granting of credit.
2. The Applicant agrees that every invoice and statement of account shall be deemed and treated as authorized and correct, unless a written notice to the contrary is received by Fabco Plastics within fifteen (15) days from the date of such invoice or statement.
3. The Applicant acknowledges that Fabco Plastics may, at its sole discretion, reduce, refuse or suspend all credit privileges on Applicant's account at any time for any reason.
4. The Applicant hereby agrees to pay all costs of collection and/or legal fees incurred by Fabco Plastics in connection with the collection or recovery of any amount owed by the Applicant.
5. If the Applicant is claiming tax exempt status, a tax exemption certificate must be provided and failure to provide such documentation may delay processing of the application.
6. Account are due and payable 30 days from the date of shipping unless otherwise different term agreed by Fabco Plastics.
7. Past due accounts will be charged interest of 2% per month, 24% per annum.
8. Accounts must be kept current all times; delinquent accounts will be refused further credit until the account status is current.

Name of the business: _____

Name of the authorized representative or owner: _____

I agree to all of the above Terms and Conditions: _____

(Signature)