



# Fan Equipment Co., Inc.

## TERMS AND CONDITIONS OF SALE

The following terms and conditions shall be part of any contract of sale which may be entered into between the buyer and Fan Equipment Co., Inc. Any terms and conditions in the buyer's purchase order, purchase order acknowledgment, or any other writing pertaining to such order, irrespective of its' wording or of when received by us, which are in conflict or inconsistent with or add to the terms and conditions hereof, will not be acceptable or become a part of any resulting contract without our express typed or handwritten consent.

### 1. PRICES AND TERMS OF PAYMENT

- A. Prices, freight policy and terms of payment relating to products are published herein. The acceptance of orders is subject to credit approval. Unless otherwise specifically stated herein agreed upon in writing, our terms are net cash within 30 days from date of invoice. In some instances, a 1% discount is given if payment is made by the date specified on the invoice. This discount can be rescinded at any time if unearned discounts are being taken.
- B. Unless otherwise previously agreed upon in writing, the prices at which we invoice will be those in effect at the time of shipment. The prices shown herein may be withdrawn or subject to change without notice at any time prior to receipt and acceptance of buyer's purchase order at our offices.
- C. Taxes: Unless otherwise indicated no Sales Tax will be charged in our prices. The amount of any such taxes which are paid or payable, in connection with any order and are not included in the purchase price, shall be added to the invoice and paid by the customer to us directly as part of the total invoiced amount. If a state resale card is not on file with Fan Equipment Co. an appropriate tax amount will be added to the invoice.

### 2. SHIPMENTS

- A. The time of delivery named by us is the date for shipping from our facility. We will not be liable for delays in delivery caused by any reason beyond our control.
- B. Unless otherwise agreed upon in writing, all shipments are F.O.B. our facility. We are not responsible for damage to or loss of products after delivery to the transportation company.
- C. Fan Equipment Co. will determine how to package and ship the equipment unless specifically instructed otherwise by the customer's purchase order.

### 3. WARRANTY

- A. Fan Equipment Co., Inc. warrants that the design, construction and materials of our products will be first-class, and free from defects in the materials and workmanship for a period not to exceed eighteen(18) months from shipment or twelve(12) months from date of installation, whichever occurs first. Our sole obligation under this Warranty is limited to the repair or replacement, without charge, at the purchase order F.O.B. point, any defective parts. Fan Equipment Co., Inc. will not be responsible for damages, contingent liabilities, or consequential damages of any nature, resulting from the above stated Warranty; or from any defect in our products, either in materials, design, or construction, or arising from the use of such products. **We do not guarantee against abrasion, corrosion, erosion, or accumulation of material on the fan rotor(buildup).**

**The above stated Warranty is given expressly in lieu of all other warranties express or implied, including warranties of merchantability and fitness for particular purpose, and constitutes the only Warranty made by seller.**

- B. Warranties on equipment not of our manufacture are limited to the Warranty terms of our suppliers.
- C. All Warranty claims must be submitted to Fan Equipment Co., Inc. within ten(10) days of discovery of defect within the warranty period, or shall be deemed waived. Do not attempt to make any repairs on the fan equipment during the warranty period without the prior written authorization of Fan Equipment Co., Inc. or its representatives; otherwise the Warranty is voided.
- D. Fan Equipment Co., Inc. shall not be liable for any injury to persons or property resulting from improper installation, operation, misapplication, neglect, modification, repair, or maintenance(including lubrication) of equipment by customers or third parties.

Acknowledged

By: \_\_\_\_\_  
Title \_\_\_\_\_