

## QUOTATIONS

Quotations are valid for thirty (30) days from date of issue. Unless stated otherwise, prices and deliveries are FOB Vendor's factory. Prices do not include any taxes with respect to the sale, purchase, delivery, storage, processing, use, consumption or transportation of any materials. Any such taxes shall be for the account of Buyer. Materials specifications are subject to change without notice. All orders under \$500.00 are subject to a minimum \$5.00 handling fee. Minimum order value - \$50.00.

## REPRESENTATIONS

Vendor makes no representations whatsoever as to the fitness, capacity or performance of any materials excepting only to such extent (if any) as is specifically set forth on the quotation. In the event that materials do not comply with such a representation, Buyer shall notify Vendor within 30 days of shipment from Vendor's factory, and afford the Vendor reasonable opportunity to correct such non-compliance. Buyer shall pay Vendor's list price of any new part then installed, and shall be entitled to credit for Vendor's list of any old part for which the same is substituted, and shall pay Vendor's shipping charges on such old and new parts. In the event that Vendor is unable to correct such non-compliance, Buyer may at its own expense return the entire materials, FOB Vendor's factory, and Vendor shall then credit Buyer with the full purchase price, excluding shipping charges.

## PAYMENT TERMS

Unless stated otherwise in Vendor's quotation, payment shall be due Net 30 days from date of invoice, without regard to the date of delivery of materials. An interest charge equal to 2% per month (24% per year) will be added to overdue invoices. In addition, Vendor reserves the right to change terms and require pre-payment from any Buyer whose account is overdue or found to have an unsatisfactory credit or payment record. Vendor may also refuse to sell to any Buyer until overdue accounts are paid in full. All payment terms must be approved in writing by Vendor's Credit Department.

## BUYER'S ORDER

A Buyer's purchase order shall be deemed to incorporate, without exemption, all of the terms and conditions of the quotation, notwithstanding any printed order form of Buyer containing additional or contrary terms or conditions, unless Buyer shall have expressly advised Vendor to the contrary in writing apart from the printed provisions of such order, and same have been accepted by Vendor in writing.

## ORDER ACCEPTANCE

All purchase orders are subject to acceptance by Vendor's management and credit approval. No order will be shipped if account is past due.

## CANCELLATIONS, CHANGES, ALTERATIONS

Written consent by Vendor is required for the following: cancellation of order; change of project scope; alteration to contract; change to materials specifications; change to original specified delivery date; any other change that materially affects the contract. If any of the above should result in loss or additional cost, Vendor reserves the right to seek terms that provide indemnity for any loss, including expenses incurred and commitments made.

## SHIPPING AND DELIVERY

1. Vendor will attempt to meet the shipment date provided on order acknowledgement, but does not guarantee to do so.
2. All orders are accepted subject to delay caused by war, riots, civil commotion, fire, labor disputes, restrictions of any government agency, or other causes beyond the Vendor's control.
3. Vendor will not be held responsible for consequential or incidental damages arising from any delays in delivery.
4. Unless otherwise stated on Buyer's order, orders that include special or non-stock materials may be processed as split shipments, at Vendor's option. On split shipments, stock items will be shipped immediately, and special or non-stock materials will be shipped when available.

5. Claims for shipment shortages or damages must be reported immediately upon receipt of materials.
6. For shortages, Buyer is to sign only for the number of pieces received, and contact factory immediately.
7. For materials damaged during shipment, whether concealed or visible, it is the responsibility of Buyer to file claims with the carrier, regardless of responsibility for freight charges (prepaid, collect, etc.).
8. No credit will be allowed for the return of materials damaged in shipment.

## TITLE

Title to materials supplied passes to Buyer at time of shipment, regardless of responsibility for freight charges (prepaid, collect, etc.). Accordingly, the responsibility for filing claims for loss or damage incurred during transit is the responsibility of Buyer. Vendor agrees to assist in these matters, but does not assume liability or responsibility for final settlement or collection of claims.

## CLAIMS, DAMAGES, BACKCHARGES, ETC.

Vendor shall not be liable, under any circumstances, for any special, indirect, consequential or coincidental damages of any kind whatsoever, whether growing out of the use, inability to use, failure of, defects in the condition of, delay in delivery, non-delivery or otherwise of materials. Vendor will not approve or accept backcharges for labor, materials or other costs incurred by Buyer or others in the modification, adjustment, service or repair of furnished materials. Buyer assumes all risk and responsibility for the use of materials and for the results obtained by any such use, and agrees to hold the Vendor harmless from any liability arising out of such use by Buyer, or by any subsequent purchaser from Buyer. In no event shall any claim made by a Buyer be greater than the purchase price of the particular materials in respect of which damages are claimed.

## LIMITED WARRANTY

Subject to the provisions of the clauses herein, Vendor agrees to correct any defect or defects in workmanship or materials which may develop under proper and normal use, by repair or by replacement of the defective part or equipment, at Vendor's option, FOB factory. Unless otherwise stated, the warranty period shall be one (1) year from date of shipment. The exceptions to this warranty period are:

AXC and EXT Duct Fans	Five (5) years
AeroFan Superior Bathroom Fans	Three (3) years
CX Complete Air Purification Systems	Two (2) years

This warranty is provided to the original Buyer, and may not be transferred, sold or bartered. Motors, drives, electrical controls and other components manufactured for Vendor by others are not covered by these warranty provisions. All warranty claims must be processed through point of purchase. All warranty repair work must be performed either at the factory or by a factory certified service center. For additional information regarding warranties, see Vendor document Limited Warranty-1105.

## RETURN POLICY

1. Special orders, non-stock and obsolete materials are not returnable under any circumstances.
2. Collect shipments of returned materials will not be accepted.
3. Materials returned without a Return Materials Authorization (RMA) number will not be accepted.
4. At its discretion, Vendor may issue an RMA number and a ship to address for materials to be returned.
5. Returned materials are subject to a restocking charge to cover the cost of processing, inspection and repackaging.
6. All materials assigned an RMA number must be properly packaged and shipped PREPAID.
7. RMA number must be clearly visible on the outside of packaging.
8. A copy of the Bill of Sale to verify purchase date must accompany shipment.

[www.continentalfan.com](http://www.continentalfan.com)

## USA - Continental Fan Manufacturing Inc.

203 Eggert Road, Buffalo, NY 14215

T: 716-842-0671 • 800-779-4021 • F: 716-842-0611

## Canada - Continental Fan Canada Inc.

12-205 Matheson Blvd E, Mississauga, ON L4Z 3E3

T: 905-890-6192 • 800-779-4021 • F: 905-890-6193