



CONDITIONS OF SALE

GENERAL CONDITIONS OF SALE

The terms and conditions of acceptance of sale set forth herein, and all drawings, specifications, descriptions and other documents attached hereto and incorporated here in by reference constitute the entire agreement between Nordfab (seller) and the buyer. Seller's acceptance of his order is expressly conditioned by the buyer's consent to the terms contained herein. The terms and conditions of the seller's proposal (if any) and acknowledgment shall prevail over any conflicting or different terms in buyer's order unless buyer notifies seller in writing of its objections thereto within (15) fifteen days from receipt of seller's acknowledgment. The failure of Seller to object to any provision in conflict herewith whether contained in Buyer's purchase order or otherwise, shall not be construed as a waiver of the provisions hereof nor as an acceptance thereof. Seller's proposal is only preliminary unless it is otherwise confirmed. If any of the four terms and conditions of Seller's proposal conflict with these general conditions of sale, those contained in the proposal shall prevail.

WARRANTIES

The Seller warrants that the products sold hereunder conform to any applicable drawings and specifications accepted in writing by Seller and will be free from any defects in material and workmanship which become apparent under normal use, and of which Buyer gives written notice to Seller within a period of 6 months from the date of installation or 12 months from the date of shipment, whichever period first expires. If, within that period, the Seller receives from Buyer written notice of any alleged defect in or non-conformance of any product and if, in Seller's sole judgement, the product does not conform or is found to be defective in material or workmanship, then Buyer shall, at Seller's request, return the part or product F.O.B. Seller's shipping point and Seller at its option and expense, shall repair or replace the defective part or product or repay the Buyer the full price paid for such part or product by Buyer. Dismounting and reinstallation of defective or nonconforming parts is done at Buyer's expense. Warranty for delivery of spare parts or replacement for non-conforming parts expires when warranty for original equipment expires. Any repayment of purchase price shall be without interest. Seller's sole responsibility, and Buyer's exclusive remedy hereunder shall be limited to such repair, replacement, or repayment of the purchase price as above provided. There are no other warranties, expressed, statutory or implied, including those of merchantability, quality or fitness for purpose, nor any affirmation of fact or representation which extends beyond the description on the face here of. The warranties of Seller do not cover and Seller makes no warranty with respect to:

- A) failures not reported to Seller within the warranty period specified above;
- B) failure or damage due to misapplication, abuse, improper installation or abnormal conditions of temperature, dirt or other corrosive matter;
- C) failures due to operation, either intentional or otherwise, above rated capacities or in an otherwise improper manner;
- D) products which have been in any way tampered with or altered by anyone other than an authorized representative of Seller;
- E) products damaged in shipment or otherwise without fault of Seller;
- F) expenses incurred by Buyer in an attempt to repair or rework any alleged defective product, and defects in material and workmanship which are attributable to drawings and specifications provided by Buyer.

TERMS OF PAYMENT

NO EXCEPTIONS, unless authorized by the National Sales Manager. Nordfab's customer is the authorized dealer. Terms agreed on: NET 30 (unless otherwise agreed upon).

ORDERING NOTES:

Unless specified, 3" through 24" is QF, over 24" is flanged. Data is subject to change without notice. Stainless steel components requiring flanges will be supplied with SS flanges unless otherwise specified. Stainless steel components are manufactured with NO.304 SS. [Call for SS 316 Prices] Adding a SS after standard part numbers specifies a SS part. For special parts or items to be custom manufactured call for quotation.

CLAIMS FOR SHORTAGES

Any claim for loss, breakage (obvious or concealed) are Buyer's responsibility and should be made to the carrier immediately. Seller will render Buyer reasonable assistance in securing satisfactory adjustment of such claims. Any notices of shortages or other errors must be made in writing to Seller within 15 days after receipt of shipment. Failure to give such notice shall constitute unqualified acceptance and a waiver of all claims by Buyer. Risk of loss for damages to the products sold hereunder passes to Buyer upon delivery to the carrier regardless of who pays shipping costs.

LIMITATION OF LIABILITY

Seller's sole responsibility and Buyer's sole and exclusive remedy with respect to any breach of warranty or guarantee under this agreement shall be limited to repair, replacement or repayment of the purchase price at Seller's sole option. Seller's total responsibility and liability for any and all claims, damages of any nature, losses, liabilities or costs of corrective efforts, including but not limited to those relating to any warranty or guarantee arising out of or related to performance of this agreement or the products covered hereunder or the performance thereof shall not exceed the purchase price. In no event shall Seller be liable for any special, indirect, incidental or consequential damages of any character; including but not limited to, loss of use of productive facilities or equipment, lost profits, property damage, expense incurred in reliance on Seller's performance hereunder or lost production, whether suffered by Buyer or any third party. Seller disclaims all liability for any and all costs, claims, demands, charges, expenses or other damages, either direct or indirect, incident to all property damages arising out of any cause of action based on strict liability.

RETURN GOODS AUTHORIZATION

To return Nordfab Ducting products, dealers must fill out an RGA Worksheet. The RGA Worksheet can be requested from Nordfab Sales Department. Each RGA must be filled out completely.

An RGA will not be issued for any order that is older than 90 days from the original ship date. Damage and "white rust" occur over time at job sites, which may cause the items to not be sellable.

RGA's will be valid for 30 days from date of issue. Nordfab product must be received at our designated return point factory within 30 days from the date of issue to receive credit. Absolutely no shipments will be accepted at Nordfab without an RGA. Shipments without RGAs will be returned to shipper.

There is a 25% restocking charge for all returned goods. All components must arrive in "as-new" sellable condition. Final determination of sell-ability will rest solely with Nordfab.

Each restockable item is noted in the price list with a "#" after the list price. These are the only items we stock, so therefore the only items that can be restocked. Other items are considered custom or special order and not returnable. There is also a chart on page 59 that lists all of the returnable parts and to which warehouse they may be returned. Nordfab reserves the right to limit return quantities. All returned goods must be shipped freight prepaid. All Nordfab Ducting must be shipped vertically with rolled edge down to avoid incurring out-of round damage during shipping.

