

# FAIRMONT SUPPLY COMPANY

## CUSTOMER TERMS & CONDITIONS

March 2007

PRICES:	Effective upon receipt a written quotation, otherwise are subject to change without notice. Prices do not include applicable taxes or shipping charges.
SHIPPING & HANDLING:	Orders are subject to a shipping and handling charge and may include fuel and other surcharges as applicable.
QUOTATIONS:	Are available on request. We reserve the right to correct typographic errors and to reject orders if credit is found to be unsatisfactory. Contact your local customer service center for assistance.
FREIGHT POLICY:	Title and risk of loss pass to the customer upon tender of shipment to the carrier. If product is damaged in transit, customer must file claim with the carrier. The performance by Fairmont Supply Company of any covenant or obligation on its part shall be excused by an event of force majeure or an event beyond Fairmont's reasonable control.
PAYMENT TERMS:	Net thirty (30) days from date of invoice. Credit card purchases are subject to credit card payment terms. Overdue invoices shall be subject to interest.
CREDIT CARDS:	Most major credit cards accepted.
OPEN ACCOUNTS:	Open accounts for purchases of \$1,000 or more are available on approved credit. Contact your local customer service center for assistance.
RETURN POLICY:	Except as otherwise provided, no material will be accepted for return after 30 days from date of shipment. Goods may be returned only with our consent. Contact your local customer service center to obtain a returned goods authorization number. Material must be in new, salable condition subject to inspection when it is received at our warehouse. Returns may be subject to a freight and restocking charge.
PRODUCT AVAILABILITY:	All of the products listed in our catalog or online are not necessarily available at every customer service center. Contact your local customer service center for assistance.
LIMITED WARRANTY:	Most of the products that Fairmont Supply Company offers are warranted to the final consumer by their manufacturer. Copies of such warranties are either supplied with the product or are available from the manufacturer. Fairmont Supply Company itself warrants products it sells to purchasers for resale or for use in business or original equipment manufacturers against defects, but only to the extent such defects are caused by Fairmont's or its contractor's receipt, storage, handling, shipping or delivery of such products, and only for a period of one year after the date of purchase thereof from Fairmont. Any product which is proved to be defective during such one-year period due to such receipt, storage, handling, shipping or delivery and is returned to a Fairmont customer service center, after having first obtained from such customer service center a returned goods authorization number, shall be, as the sole and exclusive remedy, repaired or replaced, at Fairmont's option.
WARRANTY DISCLAIMER:	THE FOREGOING LIMITED WARRANTY IS THE ONLY WARRANTY OR AFFIRMATION OF FACT MADE BY FAIRMONT SUPPLY COMPANY, AND FAIRMONT DISCLAIMS ANY AND ALL OTHER WARRANTIES, IMPLIED OR EXPRESS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.
NO WARRANTIES TO CONSUMERS:	Fairmont Supply Company makes no warranties to consumers as defined in the Magnuson-Moss Warranty – Federal Trade Commission Improvement Act.
DESCRIPTIONS &	The descriptions and illustrations in this catalog are for identification

**ILLUSTRATIONS:**

purposes only. Fairmont Supply Company does not warrant that the products described and illustrated herein will necessarily conform in every respect to such descriptions and illustrations.

**LIMITATION OF LIABILITY AND  
INDEMNIFICATION:**

Fairmont Supply Company shall not be liable, whether in contract, tort (including negligence or strict liability) or otherwise, for any special, indirect, incidental or consequential damages whatsoever, including loss of profits. Any cause of action for breach of warranty must be brought by you, if at all, within one (1) year from the date the cause of action accrued.

You agree to indemnify and hold harmless Fairmont Supply Company and its officers, agents, employees and suppliers from and against any losses, damages liabilities, costs or expenses which may arise out of your acts or omissions including but not limited to: (i) any breach by you of these terms and conditions; (ii) any violation by you of any law or regulation; (iii) any misuse or unintended use of the products provided to you by Fairmont and (iv) any resale or redistribution of products by you.

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**THESE TERMS AND CONDITIONS MAY BE MODIFIED, AMENDED AND UPDATED FROM TIME TO TIME AT THE DISCRETION OF FAIRMONT SUPPLY COMPANY.**

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