

## Terms & Conditions

### Ordering

- All Orders are subject to acceptance by F/S Manufacturing Inc. F/S Manufacturing Inc will confirm acceptance of an order via email or shipment of the product(s).
- Special handling, expedited shipping instructions, or general shipping instructions are required at time of order.
  - Special Handling or general shipping instructions that require additional time or delay shipments may result in an extra handling fee.
- Cancelled orders may result in a fee, which will be dependent on the actual items ordered and the status of the items ordered.
- Lead times are an estimate, F/S Manufacturing Inc will have no liability if the product fails to ship in the estimated lead time.
- Price shall be price quoted or, if no price quoted price shall be current public pricing plus any applicable surcharges.
  - Unless specifically stated prices do not include freight, insurance, sales taxes, duties, customers broker fees and other similar taxes and charges. These items shall be the sole responsibility of the customer and may be invoiced for these charges by F/S Manufacturing Inc
- F/S Manufacturing Inc may increase prices or impose surcharges as necessary due to special circumstances
- All Prices are in United State Dollars (USD)
- All Payments made in United States Dollars (USD)
- Payment by Credit Card for Discounted Orders will result in an additional Credit Card Fee
- Past Due Bills are subject to a 1.5% per month service charge or the maximum rate permitted by applicable law, whichever is less.

### Warranty

- F/S Manufacturing Inc products are products manufactured by F/S Manufacturing Inc. Products sold but not manufactured by F/S Manufacturing Inc are not covered under F/S Manufacturing Inc. warranty. They are subject to the manufacturers' respective warranty. F/S Manufacturing Inc will facilitate the warranty claim and pass through the warranty coverage.
- F/S Manufacturing Inc warrants that products (excluding polyethylene tanks) will be free of defects in material and workmanship under normal use for a period of 1 year from the date of purchase by the end user.
- F/S Manufacturing Inc warrants that polyethylene tanks will be free of defects in material and workmanship under normal use for a period of 12 months from the date of purchase. For months 12 through 60 the warranty provided will be prorated based on the purchase date.
  - Credit provided towards tank replacement will be based on the retail price on the date of the warranty claim.

THE ABOVE WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY MADE BY F/S MANUFACTURING INC. NO OTHER EXPRESS OR IMPLIED WARRANTY OF ANY KIND, ORAL OR WRITTEN, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS MADE WITH RESPECT TO THE QUALITY, WORKMANSHIP, MATERIALS, DESIGN, PERFORMANCE, FITNESS OR SUITABILITY OF ANY F/S MANUFACTURING INC OR OTHER PRODUCT.

- Warranty is limited to repair or replacement of the defective part. Expenses, mileage, inconveniences, or damages that may occur are not subject to warranty consideration. User shall determine the suitability of the product for its intended use and assume all risks and liability in connection with its use.
- In no event shall F/S Manufacturing Inc. have any liability in connection with any order or product for special, incidental, indirect, consequential or punitive damages, including , but not limited to any loss of sales, profits, income or business, loss of contracts, loss of goodwill, damage to reputation, loss of property, or loss of information or data, whether or not advised of the possibility of such damages.

#### Returns

- Merchandise may only be returned upon authorization by F/S Manufacturing Inc.
  - Sprayers that have been used cannot be returned.
- Upon authorization, merchandise must be returned freight prepaid within 90 days of purchase. All returns must specify the invoice number and the date the items were purchased.
- Credit will only be issued for new condition items for the net invoice cost less all freight charges, allowances, discounts, or restocking fees. Special order items cannot be returned.
- The final credit issued will be subject to F/S Manufacturing Inc inspection to determine condition.

#### Force Majeure

- Notwithstanding anything to the contrary, F/S Manufacturing Inc shall not be liable for any delay in performance or inability to perform that is directly or indirectly attributable to or caused by any circumstance or event beyond its reasonable control, including, but not limited to, war; riot; civil disturbance; act of terrorism; accident; sabotage; theft; malicious damage; confiscation; nationalization; embargo; compliance with law, rule, regulation or governmental or regulatory order or directive; act of government or authority; interruption, shortage or restriction in transportation, power, utilities, materials, parts or components; damage or destruction of facilities or equipment; natural disaster; fire; explosion; flood; storm; strike; lockout; labor dispute; labor shortage; epidemic or other widespread illness, or breach or default of suppliers or subcontractors.

#### Governing Law

- Quotes, orders, acceptances and these Terms and Conditions shall be governed by and interpreted in accordance with the laws in the State of North Dakota, and the rights, liabilities and obligations of F/S Manufacturing Inc and Customer shall be determined under the State of North Dakota.

## Modifications

- F/S Manufacturing Inc reserves the right to modify these Terms and Conditions at any time at its sole discretion.