



Terms and Conditions of Sale:

Terms of payment:

Our standard terms are net 30 days, or as stated on our order confirmation/invoice.

Interest on overdue accounts will be charged at a rate of 2% per month (24% per annum) on any overdue outstanding balances.

Currency of payment:

Unless otherwise noted all payments are to be in Canadian dollars (\$CAD)

Shipping Terms:

Standard terms are EXW (Incoterms 2000) at Fuller Industrial plant of manufacturing.

Other terms may be available and negotiated where appropriate for the customer or Fuller Industrial and must be agreed upon before acceptance of orders.

Construction:

Unless otherwise noted, all spools quoted and produced by Fuller will be per the most current version of "The Fuller Pipe Design Handbook" guidelines.

Request for spool fabrication and lining outside of our standard configurations will be individually dealt with and priced on an exception basis.

Shipment Date

Orders are accepted subject to approval of our General Office and Credit Department at Sudbury, Ontario, Canada, and contingent upon acts of God, war, civil disturbance, strikes, labor difficulties, delays of carriers, inability to obtain materials, accidents or any other cause beyond our control.

Fuller Industrial monitors delivery dates carefully and will advise customers immediately if we suspect we may miss a scheduled delivery.

Fuller Industrial will endeavor to ship by the scheduled delivery date, but reserves the right to ship within a reasonable period thereafter.

Under no circumstances shall Fuller Industrial be liable for damages of any kind, including but not limited to incidental or consequential damages for lost profits or lost sales or liquidated damages, directly or indirectly arising from delays or failure to meet shipping dates.

Pricing validity

Prices quoted are always subject to the quantities, lead time and overall scope contained on that quotation. Fuller reserves the right to adjust pricing for quantity revisions for purchased amounts, lead-time or of scope of work.

Fuller's standard price validity is for 30 days. Other price validity dates may be given based on an individual basis and will be clearly defined in our quotation submission.

Cancellation

Orders, when accepted, cannot be cancelled without our written consent. No material will be taken back without our written consent. Orders for manufactured, non-standard (i.e. non-cancellable/non-returnable) material may not be cancelled nor will Fuller Industrial accept return of such material for credit. Fuller Industrial reserves the right to change the designation of products from standard to non-standard and vice versa. This may be done at any time without notice, and without incurring obligation. For further information contact Fuller Industrial.

All material is carefully examined, counted and packed by experienced employees. Claims for corrections must be made within 10 days of receipt of goods to the Customer Care center in Sudbury, Ontario (1-705-682-2777).

Our responsibility ceases when goods are delivered to carrier in good condition and its receipt obtained. Carriers are responsible for goods lost, damaged or delayed in transit. For your own protection, have your transportation company's agent verify damages, shortages or delays and note them on freight bill over his signature.

Cancellation costs

After order entry: 5%

After drawing approval 10%

After release for manufacture: 25%

After final acceptance: 50%/100% after manufacturing is complete

WEIGHTS: All weights are approximate shipping weights and subject to change without notice.

Fuller Industrial Company maintains a continual policy of product improvement and, therefore, reserves the right to change product

specifications, designs, and standard equipment without notice and without incurring obligation.

Warranty

We warrant all products to be free from defects in workmanship under normal conditions of use and service. Our obligation under this warranty is limited to repairing or replacing at our option at our factory any product which shall within one year after delivery to original buyer be returned with transportation charges prepaid, and which our examination shall show to our satisfaction to have been defective.

THIS WARRANTY IS MADE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE BUYER'S SOLE AND EXCLUSIVE REMEDY SHALL BE FOR THE REPAIR OR REPLACEMENT OF DEFECTIVE PRODUCTS AS PROVIDED HEREIN. THE BUYER AGREES THAT NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS) SHALL BE AVAILABLE TO HIM.

Fuller Industrial neither assumes nor authorizes any person to assume for it any other liability in connection with the sale of such products.

This warranty shall not apply to any product which has been subject to misuse, negligence or accident, which has been repaired or altered in any manner outside of Fuller Industrial's factory or which has been used in a manner contrary to Fuller Industrial's instructions or recommendations. Fuller Industrial shall not be responsible for design errors due to inaccurate or incomplete information supplied by Buyer or its representatives.

Overages, Shortages or Damage

All issues must be reported in a timely fashion upon receipt of materials. Any OS& D reported beyond 7 days of receipt of materials will be at Fuller's Discretion.

Controlling Provisions:

These terms and conditions shall control with respect to any purchase order or sale of Fuller Industrial products.

No alteration, modification or waiver of these terms and conditions whether on Customer's purchase order or otherwise shall be valid unless the alteration, modification or waiver is specifically accepted in writing by an authorized representative of Fuller Industrial.

Prices, Designs and Terms and Conditions of Sale are subject to change without notice.

Fuller Industrial Corporation
65 Nelson Road,
Lively, Ontario
P3Y 1P4

(rev2. Jun 2016)