

# ***First Co.***

## TERMS AND CONDITIONS OF SALE

**SALES:** First Co. sells its goods on the condition that the buyer agrees to the terms and conditions stated hereon. The buyer relinquishes any inconsistent or additional terms included in any purchase order. The buyer's acceptance and receipt of the goods shall compose an agreement to such terms and conditions.

**ACCEPTANCE:** All orders are subject to the approval and acceptance by First Co.'s Credit and Sales departments in Dallas, TX. First Co. reserves the right to end further delivery of any order upon the buyer's failure to pay any portion of the order when it becomes due.

**CANCELLATION:** Orders cannot be cancelled by the buyer without prior written consent of First Co.. First Co. reserves the right to charge the buyer for costs incurred during the processing and fabrication of any cancelled order or for costs incurred by First Co. if the buyer delays the shipment of the order after fabrication.

**DELIVERIES:** First Co. shall not be liable for delays in delivery due to causes beyond its reasonable control, including but not limited to strikes, fire, war, acts of God, whether such events occur at or about First Co.'s plant or at the plant of First Co.'s suppliers. Any stated shipping date is First Co.'s most reasonable estimate. First Co. makes no guarantee of shipment by any such date and shall have no liability or other debt for failure to ship on such date, regardless of cause.

**SHIPMENTS:** Prices for First Co. products do NOT include freight. All products are shipped FOB - DALLAS, freight not allowed. TITLE TO GOODS PASSES TO THE BUYER UPON DELIVERY BY FIRST Co. TO THE FREIGHT CARRIER. Therefore the buyer assumes risk for the goods shipped. Buyer should inspect the goods carefully for loss or damage upon receipt. Any loss or damage should be noted on the delivery ticket at the time of delivery and a claim filed with the freight carrier by the buyer. Upon discovery of concealed damage, the buyer has fifteen days from receipt of the equipment to call the freight carrier for an inspection of the damaged goods. Equipment refused by the buyer WILL NOT BE ACCEPTED AT FIRST Co. FOR RETURN. In lieu of shipping instructions First Co. shall select the freight carrier.

**TAXES:** Buyer shall pay all sales, use, consumption, storage, or other taxes, where applicable.

**RETURNED GOODS:** First Co. reserves the right to determine which (if any) products may be returned for credit and what credit will be offered. First Co. will not accept products for return that have not been authorized for return by First Co.. Products returned to First Co. without authorization will be refused and returned by the freight carrier to the buyer. Buyer must pack the products to reach First Co. without damage. The Returned Material Authorization (RMA) number must be indicated on the shipping papers.

**WARRANTY:** First Co. warrants its products to be free from defects in material and workmanship under normal use and maintenance for a period of one year from the date of original installation or eighteen months from the date of manufacture. Compressors are warranted for five years. The replacement part assumes the unused portion of the warranty. This warranty does not cover and First Co. will not be responsible for: labor or other costs incurred for diagnosing, repairing, removing, installing, shipping, servicing, or handling of either defective parts or replacement parts, normal maintenance, shipping or handling damage, or damage caused by fire, flood, or other acts of nature. First Co. further reserves the right to not provide a warranty on products not paid for by the buyer. For additional warranty exclusions request "Limited Warranty" from First Co..

**CASH DISCOUNT:** Unless otherwise specified, First Co.'s payment terms are 1% ten days, net thirty.

**PRODUCT SPECIFICATIONS:** In keeping with its policy of continuous progress and product improvement, First Co. reserves the right to make changes without notice.