

DISCLAIMER

Although the information in this price list is presented in good faith and believed to be correct at the time of printing, FMA makes no representations or warranties as to the completeness or accuracy of the information. FMA has no liability for any errors or omissions in the materials.

FMA and the manufacturers represented herein, reserve the right to change, delete, or otherwise modify the information which is represented without any prior notice. Persons receiving this information will make their own determination as to its suitability for their own purposes prior to use. In no event will FMA be responsible for damages of any nature whatsoever resulting from the use of or reliance upon information from this catalog or the products to which the information refers. All weights and measures shown are best approximations.

Possession of our price list or literatures does not constitute an offer to sell.

Prices and Product Specifications

Prices shown are list prices and are subject to trade discount and to change without notice. Prices may also be changed without notice due to unforeseen cost increases of imported products, raw materials, or currency fluctuations. We carefully check pricing and product specifications, but occasionally errors can occur, therefore we reserve the right to change both without notice. We are not responsible for customer pricing errors. Some variations between picture and product may occur. Some products listed may be non-stock items.

Terms

Full payment is due net 30-days for credit approved accounts. Accepted payment methods include cash, check, and wire transfer. Payment by Visa, MasterCard and American Express are accepted for prepayments or for net 10-day terms. Accounts without terms are subject to payment in advance, until credit approval has been granted and accepted. All products, F.O.B. Niagara Falls, NY.

International orders accepted against Letters of Credit or checks in advance only.

An administration fee will be charged for all returned checks. The buyer agrees to pay all applicable attorney and collection fees.

Tax

As required by law.

Returns

Returns will not be accepted unless approved in writing. Minimum return amount of \$50.00 list. Returned goods must be received within 60 days of purchase. To obtain a return authorization, please call 905-828-0234 or 1-800-465-0234. All authorized returns must be shipped FREIGHT PREPAID. A restocking charge of 20% may apply to unused products in their original packaging. Return of used products are subject to inspection and a restocking charge of 50% or more may apply. Special order, clearance, or non-standard items are not returnable.

Claims

FMA has no recourse for damaged products that were shipped collect or third party. In the event of shortage or if damage is detected, in a collect or third party shipment, notify the delivering carrier at once to request an inspection and file a claim promptly. Any delay may cause you a loss. Shortage or damage in shipment does not excuse the buyer from timely payment of the invoice. We cannot reimburse claims for shortages or delays caused by the carrier responsible.

If in the event that shortages or damages are detected in a shipment delivered by an FMA carrier, please note it on the bill of lading before accepting the delivery and contact FMA immediately so that we may initiate a claim. Please keep all packaging for inspection purposes. Apparent packing errors must be reported to us within 3 business days of receipt.

Order Placement

All general orders must meet or exceed a \$100.00 net minimum. Parts orders must meet or exceed a \$25.00 net minimum. A \$10.00 handling charge will automatically be added to any order if it does not meet the requirements set out above.

We require written confirmation of all verbal orders. Please fax or email them to us.

We are not responsible for verbal misunderstandings or mistakes.

Back orders are shipped when available, unless we are advised to cancel. Special order items will not be back ordered on prepaid freight orders. If early shipment is requested, then freight charges become the customer's responsibility.

On prepaid shipments, FMA retains the right to choose the carrier. Split shipments are not allowed on prepaid orders. Should the customer request a split shipment, then freight charges become the customer's responsibility.

Packaging

FMA reserves the right to package items in what it deems to be the most suitable and economic manner.

Warranty

FMA provides warranty for all the products that we sell. Our manufacturers provide warranties against all defects of material and manufacturing, as well as for defective assembling. Though we are bound by our manufacturers' guarantees, we will always provide you with our best in correcting a matter of warranty. As such, FMA will provide a one year bench-warranty on all electrically powered products and a six month bench-warranty on manually operated products. Bench-warranty means that the product must be sent to us, or to one of our authorized service centres, **freight prepaid**, for warranty evaluation. We will not accept C.O.D. or collect shipments. Please do not replace a customer's product at no charge until you receive written authorization from FMA. Individual items with weights in excess of 100lbs each, will carry a limited on-site warranty. Geographic location, proximity to major urban centres, and product type, govern our limited on-site warranty. Geographic location may limit guarantee to a parts-only warranty. FMA reserves the right to either repair or replace product at our discretion. This guarantee does not apply to abuse, willful or accidental damage, or to products used for other than their intended purposes. Any tampering or modifications to any product automatically cancels the guarantee. Items not covered by our guarantee include electrical components, which are subject to natural wear and tear. FMA denies liability for any damage or injury caused by operator neglect, carelessness or inadvertence.