



FASTENERS & FITTINGS INC.

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sales@fastfitt.com
www.fastfitt.com

FASTENERS AND FITTINGS TERMS & CONDITIONS

Applicability

These terms and conditions of sale (these “Terms”), together with the order acknowledgement (the “Order Confirmation”) sent by Fasteners and Fittings Inc. (“Seller”), are the only terms which govern the sale of goods (“Goods”) by Seller to the purchaser of Goods (“Buyer”) set forth in the Order Confirmation. Terms and Conditions comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These terms prevail over any of the Buyers general terms and conditions of purchase regardless whether or when Buyer has submitted its purchase order on such terms. Fulfillment of Buyers order does not constitute acceptance of any of Buyers terms and conditions and does not serve to modify or amend these Terms. Upon Sellers issuance of an Order Confirmation, Buyers order cannot be cancelled. If Buyer cancels an order or refuses to accept shipment it shall be liable to promptly pay to Seller all amounts incurred by Seller as a result of such cancellation, including attorney fees and collection costs. d) Anyone ordering Goods from Seller on behalf of Buyer guarantees they are authorized to order and to enter into agreement with these Terms.

Pricing and Payment

- a) The minimum single invoice or billing charge is \$100.00 before Tax. Buyer will receive their invoice once the Goods have been shipped from our warehouse. Buyer shall pay all invoiced amounts due to Seller within the payment terms specified in the Order Confirmation.
- b) A 1.5% monthly interest rate charge will be applied to invoices outstanding over 60 days. There may be a delay in processing new orders as a result of past-due invoices. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including without limitations, attorneys’ fees.
- c) All prices prior to quoting are subject to change at any time without notice. Sales taxes are not included in Sellers pricing.
- d) All quotes are valid for the time period specified in quote acknowledgement. Part numbers and descriptions are always available to the Buyer. Buyer is responsible to review order confirmation and cross reference for accuracy before placing an order. Buyer will take responsibility for any inaccurate information on approved orders.

- e) In the event FFI gives customers a price increase notice period. (Example 30 days) Customers will be limited to purchasing product during the 30 day notice time equivalent to amount purchased in the previous month.
- f) FFI reserves the right to pass along additional charges to quoted orders should the Canadian / USA exchange rate fluctuate 5 % higher than when the order was committed to.
- g) FFI reserves the right to revise or change any pricing in the event it becomes necessary. Market conditions fluctuate and many variables can impact selling prices. FFI will notify the customer directly when this situation type occurs.

Forms of Payment

Fasteners & Fittings accept the following forms of payment: Cash, Cheque, EFT & Credit Card

Credit Card

Fasteners & Fittings will accept Credit Card payments under the following conditions:

Fasteners & Fittings will accept the following credit cards (VISA & MasterCard) and will process the transaction immediately upon invoicing. Credit Cards **cannot** be used to pay accounts that have terms setup.

Packaging and Shipping

- a) All of the Seller's packaging is shipped standard in the options defined within our catalogue/price list. Buyer is responsible for selecting the correct packaging. Once the order is approved Buyer reserves all liability regarding the packaging of Goods. Prices cannot be altered due to selection negligence. The quantities of an order can determine the kind of packaging that Goods are received in. Buyer will ensure they have matched all quantities, package types and pricing before submitting an order.
- b) Unless otherwise negotiated all orders are shipped F.O.B the Sellers warehouse via freight collection or prepaid and charged on invoice. Lost or damaged Goods during the shipment process are the carrier's responsibility. If a package is received damaged due to carrier issues, please contact the carrier for instructions regarding the claim. Buyer is liable for the loading and transport of all pick-up orders. Seller waives all responsibility for any lost, stolen or damaged goods during the transportation process whether the items are shipped via carrier or picked up. Buyer is responsible to request and provide any changes in billing or shipping address or contact information. Unless specifically negotiated, Seller will ship only to an existing customer address on file.
- c) The following rules apply for accounts with negotiated pre-paid freight amounts. The pre-paid freight amount is the total dollar value of Goods pre-tax that are in stock and ready to be shipped on order date. Goods on an order that are not in stock and/or placed on backorder do not contribute to the prepaid calculation. If pre negotiated, Seller will accept back orders which will be shipped with the next order that is eligible

for pre-paid freight. The back-order amount will not be used to contribute to the prepaid plateau on the new order. For a shipment to qualify for pre-paid freight, the shippable order value must exceed the pre-tax prepaid amount assigned to the Buyer.

Web Orders

Goods that are not in stock at the time of placing a web order will not be eligible for Back Order, even though they can be added to the cart and checkout process. Any out of stock items on web orders will be removed within our internal approval process of web orders and will be communicated to the Buyer through the Order Confirmation thereafter.

Website Order Process

- a) Order processing will be delayed for 60 minutes after Sellers approval, to allow for changes by customer to be made. After 60 minutes, orders will be released to our warehouse for processing and no changes or cancellations will be permitted. Any issues with orders that have exceeded the 60-minute deadline will be processed as a RETURN and may incur restocking and return freight charges.
- b) Customers are responsible for order accuracy. The customer is responsible to know the plateau they must reach for prepaid freight (in the event pre-paid freight has been negotiated). Orders that do not have prepaid freight plateaus will be shipped pre-paid and charged to customer. The amount for freight will appear on customer invoice.
- c) The Buyer will receive an Order Confirmation upon placing an order. The Order Confirmation is the tool Seller uses to confirm Goods, quantities, agreed price, shipping arrangements, and all Terms associated with an order. The Buyer is responsible to review the Order Confirmation for accuracy. In the event of disputes, the Order Confirmation and these Terms will be used as the tools of settlement in the Sellers jurisdiction.

Cancelled Orders

Blanket Orders and Items imported specifically for a customer cannot be cancelled.

Painted Product

Minimum charge will be applied to nonstock painted items of \$300. Nonstock painted items are non-returnable.

Return Material Authorizations (RMA)

- a) All return processes must be initiated within the first 30 days of the invoice date. All returned Goods must be the same quantity as per the RMA, unaltered and in the original packaging. All returns must be issued an RMA number through the Seller. Goods returned without an RMA number will not be eligible for credit.
- b) If there is an altering of the package or product the goods are not eligible for return.
- c) The product must be returned to Sellers facility within 30 days of receiving the RMA acknowledgment form unless further discussed. The minimum value of Goods being returned is \$25.00. Any order cancellations or returns reported after 30 days will be subject to review and are not guaranteed for approval or credit. All returns regarding Buyer errors, cancellations or fault will have a standard restocking fee of 25%.
- d) All issues regarding non-conforming Goods must be communicated to our Customer Service Department before the commence of an RMA. All returns for non-conforming Goods must be validated by Seller's Quality Department before credit is issued Seller can refuse to grant credit for Goods that are returned used or damaged.
- e) Mistakes can happen. Customers are responsible to inspect the product Shipped from Fasteners and Fittings for correctness and suitability. Goods shipped in error will not be subject to restocking fees. Do not ship goods back until a determination has been made by our returns department. Under no circumstances can product be returned to Fasteners and Fittings without an RMA. Customers who modify or alter goods shipped by Fasteners and Fittings will be responsible to pay for such goods and the goods will not be eligible for return.
- f) In the event the customer negotiates & instructs Fasteners and Fittings to directly ship goods to a 3rd party location, it is the Buyer who is responsible to inspect the goods for accuracy and suitability. Fasteners and Fittings will not be responsible for goods shipped in error and not inspected for accuracy and suitability. As a general policy Fasteners and Fittings will ship to the Buyers address only.

Order Confirmations

For non-web orders. Fasteners and Fittings order process includes emailing a quote confirmation for all items quoted to customers. Customers should expect an email on items quoted to them. This confirmation will include a price and valid to date. Customers need to ensure they receive a confirmation as this document will be used to settle disputes regarding prices quoted. If you don't receive a confirmation, the information is not in our system and verbal prices may not be honored.

Limitation of Liability

In no event shall Seller be liable to Buyer or any third party for any claims, losses, labour expenses, legal expenses or damages, direct or consequentially resulting in or from the use of, or inability to use the Goods. Sellers liability is limited only to the value of the Goods supplied. This warranty replaces any other warranty, expressed and implied, whether statutory or otherwise. In no event shall Seller be liable for consequential damages. Buyers are responsible for inspecting Goods upon receipt. Buyers who choose to ship Goods without inspection at their facility forfeit the right to return or claim defective Goods.

Warranty

Seller warrants that all products sold will be in usable new condition free of cosmetic defects prior to installation. It is the Buyers responsibility to inspect the product for cosmetic acceptability prior to installing the product. Due to the aggressive nature of installation, Seller cannot warrant the finish of powder coated or painted products after installation, or zinc plated finishes against rust. Seller cautions the use of impact tools to install our products, as it may result in damage to the finish and cause premature deterioration. Impact tools should definitely not be used to install self-drilling products and such use voids any warranty. c) Seller will only replace or credit the invoice value of the product if the damage is reported before use or installation.

Severability

If any item or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

CBSA/Anti-Dumping

Changes in government policy may result in additional charges (duties, excises or normal values) being passed on to the customer. These additional charges will be reflected on all orders shipped after the government-imposed regulation date.

Fasteners & Fittings will not accept cancelled orders due to government-imposed policy changes.

Legal

Any dispute arising from these Terms and Conditions is subject to the laws of the Province of Ontario and the laws of Canada applicable therein. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of Canada or in the courts of the Province of Ontario in each case located in suit, action or proceeding.

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