



S&P TERMS & CONDITIONS OF SALE

TERMS AND PRICES

- (a) Terms and payment on all orders are subject to the approval of S&P's credit department and unless otherwise stated are NET 30 days from the date of invoice without regard to the date of delivery of the Products. All orders will be Prepaid prior to credit approval. No prox billing. 1½ % charge on all invoices over 30 days.
- (b) Prices and deliveries are FOB the designated S&P facility or as otherwise stated, and risk of loss and damage shall pass to buyer upon the delivery to the carrier.
- (c) Buyer shall pay S&P the amount of any other local, provincial/state or federal taxes that arise from the sale or delivery of the Products.
- (d) The prices of any product are subject to increase by S&P to reflect increased costs of labor, raw materials, components, parts overhead and other expenses.
- (e) S&P reserves the right to change prices and specifications without notice.
- (f) No order will be shipped if any invoices are past due.
- (g) All orders received after 12:00PM EST are processed the following work day.

SHIPPING AND DELIVERY

- (a) Buyer's receipt of any products delivered by S&P shall be an unqualified acceptance of and a waiver by Buyer of any and all claims with respect to such Products on the earliest to occur of (1) payment for the Products, or (2) failure of S&P to receive notice in writing of shortages in the Products within ten (10) days of the delivery to Buyer.
- (b) UNDER NO CIRCUMSTANCES WILL S&P BE RESPONSIBLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF, OR OWING TO, ANY DELAYS IN DELIVERY. (See Return Policy)
- (c) Minimum invoicing is \$100.00 net (exclusive of any taxes). Prepaid freight charges will be added to invoice. For special or non-stock Products, check with S&P Customer Service. Orders that include special or non-stock Products will be processed as split shipments with stock items shipped at once and special or non-stock Products shipped when available unless a notation to the contrary appears on Buyer's purchase order. If Buyer specifies express or air shipment, Buyer shall pay the express or air and freight rates (See Shipping Policy for additional information.)

S&P RETURN POLICY

- (a) Claims for damages or shortages must be reported within twenty-four (24) hours of receipt of Product.
- (b) For any Product received damaged by a trucking company, THESE INSTRUCTIONS MUST BE FOLLOWED:
 - (1) If Product received by courier:
 - Concealed damages: Keep all cartons, call for inspection and notify S&P immediately.
 - Visible damages: Damaged goods due to shipping must be filed with courier.
 - (2) If Product received by a freight company:
 - All damages due to handling during shipping must be filed with the freight company.
- (c) Shortages: Sign only the number of pieces received, and call S&P immediately.

RETURNED PRODUCT

- (a) No Product will be accepted without a Return Materials Authorization (RMA) number. The buyer only can obtain this from S&P.
- (b) RMA number must be clearly written on the outside of the carton, or the carton will be refused.
- (c) All returned Products must be shipped prepaid.
- (d) Product will be repaired/replaced and shipped back to Buyer; no credit will be issued.
- (e) Any Product returned to us that is not covered by Warranty will be returned, without action, to Buyer, freight collect; no credit will be issued.

- (f) If fan does not operate properly or is excessively noisy, check fan wiring. If unit is returned to S&P in good condition or is only in need of re-wiring and/or re-setting, there will be a minimum \$40.00 handling fee along with the freight COD charges assessed at the time of return.

CANCELLATIONS, ALTERATIONS, CHANGES OR RETURNS

- (a) Orders placed cannot be cancelled or altered nor can deferred delivery dates, except with S&P's consent and upon terms that will indemnify S&P against loss.
- (b) Any claim based on the receipt of damaged products must be filed with the carrier that delivered the Products. S&P will not allow credit for the return of damaged Products.
- (c) PRODUCTS RETURNED WITHOUT S&P'S RETURN MATERIALS AUTHORIZATION NUMBER WILL NOT BE ACCEPTED. S&P WILL NOT ACCEPT THE RETURN OF ANY SPECIAL, NON-STOCK, OBSOLETE OR NON-SALEABLE PRODUCTS. S&P MAY, AT ITS OPTION, ACCEPT RETURNED SALEABLE PRODUCTS SUBJECT TO A 35% RESTOCKING CHARGE FOR INSPECTION AND RE-PACKAGING.

S&P TWO YEAR FAN/1 YEAR MOTOR WARRANTY

GENERAL WARRANTY GUIDELINES. SEE INDIVIDUAL CATALOGUES FOR PRODUCT SPECIFIC WARRANTY PERIODS. THIS WARRANTY SUPERSEDES ALL PRIOR WARRANTIES FOR PRODUCT RETURN OR REPAIR YOU MUST:

- o Have a Return Materials Authorization (RMA) number. This may be obtained by calling S&P at 1-866-733-0233. Please have Bill of Sale available.
- o The RMA number must be clearly written on outside of the carton, or the carton will be refused.
- o All returned product must be shipped prepaid and be accompanied with a copy of the Bill of Sale.
- o Product will be repaired/replaced and shipped back to Buyer; no credit will be issued.
- o No field repair costs or expenses are covered.
- o Warranty period begins from original sale (ship) date.

DURING THE WARRANTY PERIOD:

S&P will repair or replace any product that has a factory defect in workmanship or material. Product must be returned to S&P together with a copy of the Bill of Sale and identified with RMA number.

THE FOLLOWING WARRANTIES DO NOT APPLY:

- o Damages from shipping, either concealed or visible. Claim must be filed with freight company.
- o Damages resulting from improper wiring or installation.
- o Damages or failure caused by acts of God, or resulting from improper consumer procedures, such as:
 - (1) Improper maintenance
 - (2) Misuse, abuse, abnormal use, or accident and
 - (3) Incorrect electrical voltage or current.
- o Removal or any alteration made on the S&P label control number or date of manufacture.
- o Any other warranty, expressed, implied or written, and to any consequential or incidental damages, loss or property, revenues, or profit, or costs of removal, installation or reinstallation, for any breach of warranty.

WARRANTY VALIDATION

- o The buyer must keep a copy of the Bill of Sale to verify purchase date.
- o These warranties give you specific legal rights and are subject to any applicable consumer protection legislation
- o You may have additional rights, which vary from region to region.