

FALCON FASTENERS TERMS OF SALE

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| MINIMUM ORDER: | Strip & Coil Nails - Bright Strip & Coil Nails - HDG Angle Brads, 16 & 18 gauge brads, T/Finish head nails & Stainless Steel nails available in less than full pallet only if we have stock. Minimum to manufacture | Minimum 1 skid Minimum 1/2 skid 10 Cases/Size |
| DELIVERY: | Approximately 6-8 weeks for bright or HDG. 8 weeks heat treated and/or post HDG or special finish product. Non-Standard product may be shipped in quantities of plus or minus 10% of the ordered amount. | |
| PRIVATE LABELLING: | Available on full truckload orders only | |
| BROKERAGE: | Included to the U.S.A. only | |
| FREIGHT: | F.O.B. Factory | |
| FREIGHT CLAIMS: | The carrier assumes responsibility for your fasteners at our dock. Therefore any claims for damages or shortages should be directed to the carrier. | |
| WARRANTY: | All fasteners are warranted to be free from defects in materials and workmanship. Normal care must be utilized in handling and storage of fasteners. We do not guarantee or warranty plated or galvanized product against corrosion for any specified time. | |
| TERMS: | Net 30 Days Cheques, which are dishonored for any reason, are subject to a returned cheque charge plus any costs incurred by Falcon as the result of processing the cheque. The purchaser of any goods and services agrees to pay all costs of collection and all costs of attempting to collect delinquent payments, including reasonable attorney's fees. All orders accepted at price prevailing at time of shipment. Price and delivery on special sizes or packaging will be provided upon request. For sizes not shown on price sheets please inquire. | |
| TAXES: | (A) Unless otherwise agreed to in writing by Falcon all prices quoted are exclusive of all taxes and tariffs including federal, state, provincial, and local use, sales, property and similar taxes imposed by any governmental authority (the "Taxes"). (B) Such Taxes shall include any Taxes imposed on Falcon by any governmental authority after an order is confirmed but before the goods are shipped. (C) Customer agrees to pay these Taxes unless Customer has provided Falcon with an exemption resale certificate in the appropriate form for the jurisdiction of Customer's place of business and any jurisdiction to which goods are to be directly shipped hereunder or unless the sale is otherwise exempt from these Taxes. | |

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DISCLAIMER OF LIABILITY: Falcon will not be liable for any claim, demand, action, Judgment, cost or expense or for any direct or indirect injury, loss or damage to persons or property or any special consequential or incidental damages, including, but not limited to loss of use or loss of profits, arising from the sale, manufacture, application use or misuse of any product supplied by Falcon Fasteners. The exclusive remedy against Falcon shall be the replacement of any defective product manufactured or sold by Falcon.

GOVERNING LAW: The construction, interpretation and performance of any purchase order and all transactions under it shall be governed by [the laws of the Province of Ontario and the federal laws of Canada applicable in the Province of Ontario.

FALCON DISCLAIMS ANY WARRANTY, EXPRESSED OR IMPLIED OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE/APPLICATION OR ANY OTHER WARRANTY.

These **TERMS OF SALE** shall form part of any confirmed order unless changed by mutual agreement of Falcon and the Customer but will be superceded by any terms which form part of a confirmed order and which are inconsistent with these **TERMS OF SALE**.