



FORBES[™]
Industries

**Worldwide Leader in the Manufacturing of
U.S. Made Hospitality and Food & Beverage Products**

General Information, Terms and Conditions of the Sale (Effective 12-06-2016)

How to place your order:

- Orders can be received by fax, mail or email (orders@forbesindustries.com)
- Phone orders are not accepted.
- An order acknowledgement will be sent out within 24 hours to confirm details of the following: products ordered, pricing and estimated ship date. The order acknowledgment will constitute the complete agreement between the buyer and seller. Any changes to the order must be confirmed by a hard copy.

Terms of Sale:

- Orders are accepted subject to credit approval and Forbes Industries shall issue invoices upon shipment of merchandise. For approved accounts, the full payment is due and payable in thirty calendar days from date of invoice, less any applicable discounts. For non-approved accounts, full payment is due and payable prior to the start of production.
- The credit cards accepted are: Visa, MasterCard, American Express and Diners Club please contact accounting to process (acct@forbesindustries.com)
- Wire Transfers and ACH payments are accepted, please contact accounting for banking instructions (acct@forbesindustries.com)
- COD shipments are not available

Shipping Terms:

- The freight charges are to be paid by the buyer. Forbes Industries standard shipping terms are F.O.B. Ontario, Ca unless otherwise stated in writing by the seller and noted hereon.
- Forbes Industries makes good faith projections of shipping schedules and delivery dates, but does not guarantee those projections and shall not be liable for any cost or delay or damages associated with failure to ship by or deliver on any such dates.
- The title to and ownership of merchandise, as well as risk of loss or damage and duty to insure, shall pass to buyer upon the seller's tender of goods to the carrier.
- All product should be inspected at time of delivery whether or not carton appears to be in good condition and refused if there are any damages. Failure to inspect product may result in denial of a freight claim.

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sales@forbesindustries.com ~ www.forbesindustries.com



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Cancellations:

- Standard catalog item orders cancelled after receipt are subject to minimum of 25% cancellation fee.
- Custom orders are not eligible to be cancelled.

Returns:

- A request to return product must be made within 30 days of the date the product shipped from the factory (not from the date the product is received).
- The Return Merchandise Authorization (RMA) is valid for 21 days from the date of issuance. If the product is not received within the 21 day time period, the RMA is void and the product cannot be returned.
- All items must be returned to Forbes Industries in their original package, unused, and freight prepaid.
- If a return has visible damage, it will be refused.
- If received with concealed damage, a deduction for repairs will apply.
- Any merchandise not received in original packaging will not be eligible for credit.
- The restocking fee for standard catalog items is 25%
- Wood Products are not returnable.
- Custom products are not returnable.
- Public Guidance Posts and Ropes are not returnable.
- Replacement parts are not returnable.
- Large quantity purchases are not returnable.

Product Warranties:

- The seller warrants its products to be free of defects in manufacturing or materials (other than shipping damage) for a period of twelve months from the date of shipment unless otherwise specified.
- The exclusive remedy of the buyer and sole liability of the Seller shall be repair and replacement of the products, at the Seller's discretion, following return of the defective product. Seller shall not be liable for any other damages, whether direct, incidental, consequential or otherwise. No other warranties are either expressed or implied, including but not limited to warranties of merchantability and fitness for a particular purpose.