

# **FIDANZA ENGINEERING CORPORATION TERMS & POLICIES**

## **ORDERING:**

1. All orders must be confirmed by a written purchase order and signed by an authorized agent of the company.
2. Any account not on NET terms must be pre-paid or shipped C.O.D. A company check is not accepted for C.O.D. orders without prior approval.
3. Minimum order is \$500.00.
4. All orders must be sent to: Fidanza Engineering Corporation 4285 Main Street Perry, Ohio 44081 USA Telephone: 440-259-5656 Fax: 440-259-5588

## **TERMS:**

1. A discount of 2% will be given to approved Net 30 invoices that are paid within 10 days of the invoice date. All Net 30 invoices are payable from the invoice date.
2. A late charge of 2% (24% annually) will be added to all past due invoices.
3. Fidanza Engineering Corporation reserves the right to terminate any account that fails to make payment when due. Any account that is past due more than 60 days will no longer be considered an active account and all invoices due will be turned over for collection. Collection fees incurred will be paid by the debtor as well as any incurred legal fees.

## **FREIGHT:**

1. All Fidanza Engineering Corporation shipments are F.O.B. Perry, Ohio 44081.
2. Fidanza Engineering Corporation reserves the right to choose the carrier on all prepaid shipments.
3. Drop shipments will be allowed with pre approval and are subject to a \$10.00 handling charge per dropship location.
4. All shipping discrepancies must be reported within (5) business days of receipt of shipments.

## **RETURN POLICY:**

1. Any unauthorized return will be refused. You must call and receive a RGA number (Return Goods Authorization). This number must be displayed next to your return address and on the outside of your shipping container.
2. Fidanza Engineering Corporation will not accept returns over 30 days. There will be no exceptions.
3. Fidanza Engineering Corporation will not issue a cash refund on any merchandise returned. All returns will be used for future orders.
4. Defective merchandise will be exchanged upon receipt of said merchandise.
5. There is a 20% restocking fee on accepted returns, this excludes cores and special orders.
6. Special ordered items require a 50% deposit and normally are non-returnable. They also can not be canceled due to the fault of Fidanza Engineering Corporation or their supplier or their supplier of said merchandise.
7. All orders must be inspected upon receipt. Damages should be reported to the carrier immediately when the shipment is received. Damaged goods are the responsibility of the shipping company and it's the customer's responsibility to make claims with the shipping company when damage occurs.
8. All returns must include a copy of the original invoice or they will be returned. No credit will be issued.
9. Stock adjustments, of product in "as new" sellable condition, may be no more than 5% of previous years purchase with an offsetting order.

## **LIMITED WARRANTY:**

Except for high performance parts, seller warrants this merchandise to be free from defects in material and workmanship for one year from date of purchase. This limited warranty is in lieu of all other warranties, expressed or implied, including, but not limited to, warranty of merchantability, and warranty of fitness for a particular purpose. SELLER DISCLAIMS ALL RESPONSIBILITY FOR CONSEQUENTIAL, INCIDENTAL, OR COMMERCIAL LOSSES, INCLUDING LABOR CLAIMS from use of this merchandise. If the merchandise fails to conform as warranted, deliver or... ship it to seller, freight prepaid, along with proof of purchase and note explaining defect, defective, merchandise will be repaired or replaced free of charge, or credit given at seller's option. This warranty shall be interpreted and applied in accordance with Ohio law.

## **TERMS OF SALE:**

No returns are accepted after 30 days. You must have your invoice and a return authorization number. Call to receive authorization number and return instructions from salesperson. 20% restocking fee for return of correct parts. No returns on electrical, special orders, or shipping."

## **HIGH PERFORMANCE PARTS, SERVICE AND INFORMATION EXCLUDED FROM WARRANTY:**

Due to the unusual stress placed on high performance parts, and because of the circumstances under which they are often used, high performance parts are sold without warranty, AS IS, WITH ALL FAULTS, and all warranties, expressed or implied, of merchantability, or of fitness for a particular purpose, or otherwise are expressly disclaimed and denied.

## **NO INDEPENDENT REPRESENTATIONS OR AGREEMENTS.**

There are no agreements outside of this written contract, except as the parties have elsewhere agreed in writing, nor has either party been induced to enter this agreement as the result of any oral representation or promise. Each party has relied on his own expertise and knowledge in entering this contract and each party acknowledges the consideration for the contract to be valuable and sufficient.

## **DUTIES:**

The duty of Fidanza Engineering Corporation to the customer is strictly contractual and shall in no way exceed the duties accepted herein, and where there appears an ambiguity in the contract language, the same shall be construed to limit the duty of Fidanza Engineering Corporation.

## **CONSENT TO JURISDICTION:**

The parties agree that any dispute arising out of parts, service or information provided by Fidanza Engineering Corporation shall be decided by the courts of the state of Ohio and that no other court shall have jurisdiction over said dispute. Fidanza Engineering Corporation maintains no sales force, service facility or agents outside the state of Ohio.

## **EMISSION CONTROL COMPLIANCE:**

Customers are responsible for emission control compliance (if any) of FEC's engine and/or other components in their locality.

**Effective January 1, 2003. Supersedes all previous policy statements. Policies are subject to change without notice.**