

**1. ENTIRE CONTRACT.** The terms and conditions set forth below and on the face of this document (the “Terms and Conditions”) shall constitute the complete and exclusive agreement between Furnace Parts, LLC (“Furnace Parts”) and the purchaser (“Buyer”) with respect to the materials, components, or products (“Goods”) being sold by Furnace Parts to Buyer. Furnace Parts objects to any additional, contradictory or different terms contained in any initial or subsequent order or communication from Buyer pertaining to the Goods. No modification of, addition to, or waiver of any of the Terms and Conditions and no other agreement, warranty, statement, promise or understanding not expressly set forth herein shall be effective unless agreed to in writing by an executive officer of Furnace Parts. Except as set forth in the previous sentence, no agent, salesman or other person or entity is authorized to bind Furnace Parts. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any of the Terms and Conditions.

**2. ORDER ACCEPTANCE.** All orders and shipments shall at all times be subject to the approval of Furnace Parts. Furnace Parts reserves the right to reject any order or to refuse shipment for any reason, including without limitation, the creditworthiness of Buyer, and Furnace Parts shall in no event be liable for any such rejection or refusal. All orders are subject to a minimum charge of \$200.00. Blanket orders are encouraged for buyers with repeated and predictable needs. All blanket orders must include a definite quantity of goods with scheduled delivery dates. All blanket order pricing is subject to change upon 30 days’ prior written notice. Requests for expedited handling of orders are subject to acceptance by Furnace Parts and may result in additional handling and processing charges.

**3. PAYMENT TERMS.** Invoices are due and payable net 30 days from shipment unless otherwise expressly stated on the front hereof. Orders originating from international buyers or which require shipment to international locations require payment in full by wire transfer prior to shipment. Buyer agrees that any outstanding balance unpaid when due shall be subject to a delinquency charge of 1½% per month, or the maximum rate permitted by law, on such balance until paid in full. Payments received from Buyer may be applied by Furnace Parts against any obligation under this or any other written agreement between Buyer and Furnace Parts. Furnace Parts may refuse or delay shipments if Buyer fails to pay promptly any payments owed to Furnace Parts under any purchase order or other agreement. Furnace Parts reserves the right to require payment in advance of any shipment.

**4. PRICE & TAXES.** All prices are F.O.B. Furnace Parts’ plant unless otherwise agreed in writing and are subject to change without notice. The Goods will be shipped and invoiced at prices in effect at the time of shipment, and such prices do not include applicable sales, use, excise or similar taxes or charges. Buyer shall pay any such taxes or charges attributable to the sale of the Goods or shall provide Furnace Parts with tax exemption certificates acceptable to the applicable taxing authorities.

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**5. TITLE AND RISK OF LOSS; TRANSPORTATION.** Unless otherwise agreed by Furnace Parts and Buyer in writing, Furnace Parts may deliver the Goods either by common carrier or by use of Furnace Parts' truck. If Goods are shipped by common carrier, all prices shall be F.O.B. Furnace Parts' plant, and title to and the risk of loss of such Goods shall pass to Buyer upon Furnace Parts' delivery of such Goods to common carrier. If Goods are shipped by Furnace Parts' truck, title to and the risk of loss of such Goods shall pass to Buyer upon tender of delivery to Buyer or to any agent, representative, bailee or employee of Buyer. Buyer shall pay all freight, handling, delivery, special packing and insurance charges for shipment of the Goods, whether by a common carrier or by Furnace Parts' truck. Choice of shipping method, carrier and routes shall be at the election of Furnace Parts. Furnace Parts reserves the right to make delivery in installment or partial shipments. Requests for partial shipments or requests for "shipments in full" must be clearly marked or stated on the applicable purchase order. All such installments or partial shipments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Expedited delivery is subject to Buyer's payment of the applicable expedited shipment fees, including without limitation, airfreight, overnight and/or same day delivery fees.

**6. ACCEPTANCE OF GOODS.** Upon receipt of Goods, Buyer agrees to inspect and/or test the Goods. The Goods shall be deemed accepted by Buyer unless Buyer provides Furnace Parts with written notice specifically noting any defects or discrepancies in the quality or quantity of the Goods received, which notice must be received by Furnace Parts on or prior to the seventh (7th) day after the Goods were received by Buyer in order to be effective. Furnace Parts reserves the right to substitute superior materials of construction without notification to Buyer. A shortage or excess of Goods in count not varying more than 10% of the quantity of Goods ordered will be treated as filling the order for such Goods and the price shall be pro rated on the original unit price of such Goods.

**7. FORCE MAJEURE.** Furnace Parts shall not be liable for delays in delivery or failure to perform due to causes beyond the reasonable control of Furnace Parts, which causes shall include, without limitation, acts of God, acts or omission of Buyer, acts of civil or military authorities, acts of public enemies, fire, strikes, power surges or outages, epidemics, quarantine restrictions, floods, earthquakes, riot, war, labor disputes, delays in transportation or inability to obtain necessary labor, materials or supplies. In the event of any delay, the set date of delivery, if any, shall be extended for a reasonable period, or, at Furnace Parts' option, cancelled.

**8. WARRANTY AS TO GOODS.** (a) Furnace Parts warrants, to the original Buyer only, that the Goods will be free from defects in materials and workmanship under normal use and service for a period of twelve (12) months from the date of the original shipment of such Goods from Furnace Parts' factory, subject to the conditions stated herein. Furnace Parts' obligations under this warranty are limited to the repair or replacement of any part manufactured by Furnace Parts which is found to be defective during the warranty period, pursuant to Furnace Parts' inspection. Any such Goods which are believed to be defective must be returned to Furnace Parts' factory, properly identified and freight prepaid and include a Furnace Parts issued Return Goods Authorization number. (b) Buyer's sole and exclusive remedy against Furnace Parts shall be for the repair or replacement of defective Goods. This exclusive remedy shall not be deemed to have failed its essential purpose so long as Furnace Parts is willing and able to repair or replace such defective Goods in the prescribed manner.

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**9. DISCLAIMER OF OTHER WARRANTIES.** Except as provided in Section 8 above, Furnace Parts makes no other warranty, express or implied, with respect to the Goods. FURNACE PARTS DISCLAIMS ANY WARRANTIES WITH RESPECT TO THE MERCHANTABILITY OF THE GOODS OR THE FITNESS OF THE GOODS FOR A PARTICULAR PURPOSE OR USE BY BUYER, OR NON-INFRINGEMENT, as well as any express or implied representations or warranties arising through the use by Buyer of any samples, any course of dealing or course of performance between the parties, or usage of trade.

**10. LIMITATION OF LIABILITY.** Furnace Parts' liability, whether under a claim for breach of contract, warranty, negligence or strict liability, shall be limited to repairing or replacing the Goods manufactured by Furnace Parts which are determined by Furnace Parts to be defective, or, at Furnace Parts' option, to refund the purchase price. IN NO EVENT SHALL FURNACE PARTS' LIABILITY EXCEED THE PURCHASE PRICE OF THE GOODS DETERMINED TO BE DEFECTIVE.

**11. WAIVER OF CONSEQUENTIAL DAMAGES.** In no event shall Furnace Parts be liable to Buyer or any third party for any liability, claims, obligations, damages, costs or expenses, INCLUDING WITHOUT LIMITATION, ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES (including lost profits, business losses, personal property damage and personal injury), arising out of or relating to the sale of the Goods by Furnace Parts to Buyer or any services provided to Buyer, any third party rights in the Goods, or any use of the Goods or the results or decisions made or obtained by users of the Goods even if Furnace Parts has been advised of the possibility of such damages. Consequential damages shall include, without limitation, loss of use, income or profit, increased expense of inspection, operating down-time, or losses sustained as the result of injury, including death, to any person, or loss of or damage to property, including but not limited to property handled or processed by the use of the Goods.

**12. CANCELLATION.** Orders cannot be terminated, cancelled or modified after acceptance of Buyer's order by Furnace Parts, without the written consent of an executive officer of Furnace Parts. If Furnace Parts consents to a cancellation or other withdrawal of an order for Goods, Buyer shall pay Furnace Parts, in Furnace Parts' discretion, reasonable cancellation charges. A partial cancellation may subject the price of all Goods ordered under the related purchase order to revision if the price was based upon the quantity ordered. Orders may be cancelled only as provided herein and upon the agreement of Buyer to make payment for work already performed and materials used plus an amount to compensate Furnace Parts for loss of profits.

**13. SECURITY INTEREST.** Until the purchase price and all other sums due are paid in full, Furnace Parts retains a security interest in the Goods and in all proceeds of such Goods. Buyer authorizes Furnace Parts to file appropriate financing statement(s) to reflect or to perfect such security interest.

**14. ASSIGNMENT.** Neither these Terms and Conditions nor any right or obligation of Buyer hereunder may be assigned by Buyer without the prior written consent of Furnace Parts.

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**15. DEFAULT.** In the event of any breach or default by Buyer, Buyer shall pay all costs incurred by Furnace Parts in collecting any amounts payable by Buyer to Furnace Parts hereunder, including reasonable attorneys' fees and costs. The waiver by Furnace Parts of any breach or default in any payment shall not be deemed to be a waiver of any subsequent breach or default. Furnace Parts shall have all the remedies provided under the Uniform Commercial Code, including those of a secured party, and any other remedies which Furnace Parts may have at law, in equity or under any agreement. All such remedies shall be cumulative. Furnace Parts' exercise or failure to exercise any remedy shall not preclude the exercise of that remedy at another time or the exercise by Furnace Parts of any other remedy at any time.

**16. INDEMNIFICATION. BUYER ASSUMES ALL RISK AND LIABILITY FOR LOSSES OR DAMAGES RESULTING FROM OR ARISING OUT OF THE HANDLING, USE, STORAGE, DISPOSAL OR APPLICATION OF THE GOODS DELIVERED HEREUNDER.**

Buyer agrees to familiarize itself and to keep informed (without reliance on Furnace Parts except as to the accuracy of specific safety information actually furnished by Furnace Parts to Buyer) with regard to any hazards to persons and/or property involved in the handling, use, storage or disposal of the Goods. Buyer shall advise its employees, customers, independent contractors and others who handle, use, store or dispose of the Goods of any such hazards. Buyer shall indemnify, defend and hold harmless Furnace Parts from all liabilities, losses, costs, damages and expenses, including reasonable attorneys' fees and court costs, resulting from or arising out of (i) any breach or default by Buyer of the foregoing indemnification obligations of Buyer or (ii) any failure by Buyer to comply with any applicable laws or regulations.

**17. GENERAL.** All orders placed by Buyer are subject to approval and acceptance by Furnace Parts at its general sales office in Cleveland, Ohio. All agreements, covenants, conditions and provisions contained herein shall apply to and bind the assignees and successors in interest of Buyer. If any provision of these Terms and Conditions is held to be invalid, illegal, unconscionable or unenforceable, the other provisions hereof shall not be affected. The section headings used herein are for the convenience of the parties only and shall not affect the construction or interpretation hereof. Any clerical errors are subject to correction. This agreement shall be governed by the laws of the State of Ohio, without giving effect to the conflicts of laws principles thereof.

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