



HVACR
Supply +
Solutions

TERMS AND CONDITIONS OF SALE AND WARRANTY

- 1. PRICE.** All prices are subject to change without notice and do not include freight.
- 2. ACCEPTANCE.** All orders must be in writing and are not binding until accepted by ABCO. All sales are subject to ABCO's Terms and Conditions of Sale and Warranty as posted on ABCO's website at www.ABCO HVACR.com. Any purchase order subsequently provided by customer to ABCO shall be accepted for administrative purposes only and the parties specifically acknowledge and agree that any associated purchase order terms and conditions shall not be applicable to or binding on the parties and for all purposes are VOID and without effect. In addition, no representations, warranties, guarantees or other statements not contained in ABCO's Quote, ABCO's Order Acknowledgement, or in these Terms and Conditions of Sale and Warranty, shall be binding on ABCO.
- 3. DELIVERY.** Delivery dates provided by ABCO are estimates only and are not guaranteed. ABCO will make reasonable efforts to deliver in accordance with delivery estimates. ABCO will not be liable for any damages due to delivery after estimated date. Purchaser will have no right to cancel because delivery was not made within the time estimated.
- 4. TITLE AND RISK OF LOSS.** ABCO shall retain the fullest right, title, and interest in products purchased from ABCO to the extent permitted by law, including a security interest, until full payment has been received. The giving and accepting of drafts, notes and/or trade acceptances to evidence the payments due shall not constitute or be construed as payment so as to transfer ABCO's interests until said drafts, notes and/or trade acceptances are paid in full. Notwithstanding the retention of title, risk of loss shall pass to Purchaser at the delivery point. Purchaser assumes all of the obligations and risks of an absolute owner and agrees to indemnify and save harmless ABCO from any and all loss or damage or claim for loss or damage to persons or properties caused by reason of the use, possession or operation of the Product.
- 5. PAYMENT TERMS.** Net amounts are due within 30 days of Invoice Date. These terms apply to partial as well as complete shipments. Payments not made in accordance with these terms are subject to a late payment charge equal to two percent (2%) per month (24% per year) or the highest rate allowed by law, whichever is lesser, from the date payment is due until it is paid. ABCO reserves the right to refuse shipment or to ship COD where an account is unpaid or where ABCO, in its sole discretion, determines that Purchaser's outstanding indebtedness exceeds reasonable credit allowance. In addition, ABCO shall have the right to pursue any remedies available at law or as provided herein.
- 6. CREDIT APPROVAL AND ACCURACY INFORMATION.** All orders made on credit are subject to current credit approval. From time to time, ABCO may review Purchaser's creditworthiness. Purchaser agrees to provide ABCO with all credit information ABCO reasonably requests, and Purchaser represents and warrants to ABCO now, and each time an order is placed, that all information provided to ABCO is true and correct, and that no necessary information has been omitted. ABCO may refuse to accept an order or refuse shipment if at any time Purchaser does not meet ABCO's current credit requirements.
- 7. TAXES.** ABCO must charge to purchaser all appropriate federal, state and local sales, use or other tax on all items unless proper exemption certificates have been completed and submitted. Unless specifically exempted, all sales, use and any other tax will be invoiced to the purchaser as a separate item in addition to the price of the Product. If the Purchase Price does not include such taxes, fees and charges, then ABCO reserves the right to separately invoice Purchaser for all applicable taxes, fees and charges which shall be immediately due and payable.
- 8. SPECIAL ORDERS.** Non-stock material ordered for established credit customers require a signed acknowledgement, a nonrefundable deposit, and will be invoiced upon receipt by ABCO. Non-stock material ordered for COD customers requires 100% deposit (including freight).
- 9. SPECIFICATIONS.** ABCO reserves the right to change specifications as conditions warrant.
- 10. SHIPPING.** All Products are shipped at Purchaser's risk and are shipped FOB shipping point such that all freight costs and expenses and any other related charges for the transportation of the Products shall be paid for by Purchaser.
- 11. DAMAGE OR SHORTAGES.** Purchaser shall inspect the Product at delivery and shall notify ABCO in writing of any damage or shortage within ten (10) days of receipt of the Product. Failure to provide timely written notice shall be deemed an acceptance in full of the delivery.
- 12. CANCELLATION.** Cancellation of an order, in part or full, will not be accepted after material has been purchased or fabrication has been started.
- 13. PRODUCT RETURNS.** Products may not be returned without prior authorization from ABCO. A minimum charge of twenty-five (25%) percent of the invoice price of each item may be made for handling any returned Product. ABCO does not accept return of the following: 1) Products that have been in Purchaser's possession for more than thirty (30) days; 2) Special Orders; 3) Products damaged by improper use or handling or by a Force Majeure; and/or (4) any electrical components.
- 14. WARRANTY.** ABCO extends to the Purchaser and/or End-User all warranties, if any, granted by the manufacturer. ABCO will administer and promptly process all warranties in accordance with the manufacturer's specific warranty policies and procedures. NO WARRANTY OF MERCHANTABILITY OR FITNESS, AND NO OTHER WARRANTIES OR REPRESENTATIONS, EXPRESSED OR IMPLIED, ARE MADE BY ABCO WITH RESPECT TO ANY PRODUCT. ABCO SHALL NOT BE RESPONSIBLE FOR ANY LABOR CHARGES OR CONSEQUENTIAL DAMAGES DUE TO DEFECTS THEREIN. ABCO'S SOLE RESPONSIBILITY IS TO HONOR THE MANUFACTURER'S WARRANTY, IF ANY IS FURNISHED, WITH RESPECT TO DEFECTIVE PRODUCT, PROVIDED THAT WRITTEN NOTICE SHALL BE GIVEN ABCO WITHIN THE MANUFACTURER'S WARRANTY PERIOD. ALL VERBAL STATEMENTS, REPRESENTATIONS AND PROMISES ARE MERGED HEREIN. NOTE- The manufacturer's warranty does not cover Product that has been damaged by improper usage, application or installation, careless handling, or tampering. If the warranty is not honored by the manufacturer then the Purchaser is responsible for the cost of the repair or replacement.
- 15. DEFAULT.** In the event that Purchaser becomes insolvent, commits an act of bankruptcy or defaults in the performance of this Agreement, the entire unpaid portion of amounts payable to ABCO shall, without notice or demand, become immediately due and payable. Without notice or demand, ABCO shall be entitled to sue for said amounts and reasonable legal fees, plus out-of-pocket expenses and interest; and/or to enter any place where Products are located and take immediate possession of and remove Products, with or without legal process; and/or resell Products, without notice or demand, and apply the net proceeds from such sale (after deduction from the sale price of all expenses of such sale including repossession, necessary Products repairs, storage, taxes, liens, collection and legal fees and all other expenses in connection therewith) to the balance due to ABCO for the Products and to receive the deficiency between such net proceeds of sale and such balance. Purchaser hereby waives all trespass, damage and claims resulting from any such entry, repossession, removal, retention, alteration and sale.
- 16. WAIVER.** ABCO's failure to enforce Purchaser's performance of any provision hereof will not constitute a waiver of its right to later enforce such provision.
- 17. FORCE MAJEURE.** If ABCO is rendered unable, wholly or in material part, by reason of Force Majeure to carry out any of its obligations hereunder, then such obligations shall be suspended. "Force Majeure" shall include, but not be limited to, acts of God, laws and regulations, strikes, lightning, fire, flood, washout, storm, communication lines failure, delays of Purchaser or Purchaser's subcontractors, breakage or accident to equipment or machinery, wars, police actions, embargos, and any other causes that are not reasonably within ABCO's control.
- 18. LIMITATION ON LIABILITY.** TO THE EXTENT PERMISSIBLE BY LAW, ABCO SHALL NOT BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE COST OF CORRECTING ANY NONCONFORMITIES IN THE PRODUCTS, OR IN THE ABSENCE OF SUCH NONCONFORMITIES, IN EXCESS OF THE AGGREGATE VALUE OF THE DEFECTIVE PRODUCTS DETERMINED BY THE PRICE PAID BY THE CLAIMANT AND EVIDENCED BY APPROPRIATE DOCUMENTATION. NOTWITHSTANDING ANY RESPONSIBILITIES OR LIABILITIES ASSUMED BY ABCO HEREUNDER, ABCO SHALL IN NO EVENT BE RESPONSIBLE IN CONTRACT OR IN TORT, OR OTHERWISE, FOR LOSS OR DAMAGE SUSTAINED AS A RESULT OF THE USE OF THE PRODUCT, LOSS OF PROFIT OR REVENUES, OR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL LOSS OR DAMAGE, ARISING FROM ANY CAUSE WHATSOEVER.
- 19. CHANGES TO TERMS AND CONDITIONS.** These terms and conditions are subject to change without notice.