

**FAIM Reps, LLC | TERMS OF SALE**

**PLEASE READ THESE TERMS OF SALE CAREFULLY IN THEIR ENTIRETY. THEY AFFECT THE PARTIES' OBLIGATIONS.**

**1. ORDERING REQUIREMENTS | SALES TAX.**

All customers that are tax exempt in NYS or PA are required to provide **FAIM Reps, LLC** with resale certificate ST-120 (New York State) or REV-1220 (Pennsylvania). If you are of tax exempt status and have not provided your resale certificate you will be charged tax on **all** orders until we have your certificate on file. If **FAIM Reps, LLC** is later assessed taxes by a state other than New York or Pennsylvania as a result of your failure to remit the entire tax due, you agree to reimburse **L.A.S. Associates/FAIM Reps** for all tax, interest and penalties assessed along with any attorney fees with respect to all transactions.

**FAIM Reps, LLC** now requires that **ALL** orders have **valid purchase order numbers**. This is to protect you and to allow for easier order tracking once entered in to our system for processing. Emailed or faxed physical copies of purchase orders is appreciated but not required at this time, this may however change in the future.

**2. ORDER UPDATES | ADDITIONS or CANCELSATIONS**

Once an order is accepted and entered for fulfillment **FAIM Reps, LLC** may not be able to add to or change the order depending on where the order is in process. If this happens a new purchase order may be required. **FAIM Reps, LLC** will make every effort to ship these separate orders together however, this is not guaranteed.

Cancellation of an order in full or part is subject to where the order is in it's fulfillment process. If the order is complete and shipped the customer will be billed for any/all USPS, FedEx or UPS intercept fees or costs of return shipments.

**3. PAYMENT TERMS**

Open Account/Net 30 available for credit approved customers. Credit application available upon request by calling **877.322.5019** or emailing us at **support@faimreps.com**. **FAIM Reps, LLC** reserves the right to hold any/all orders without notice on accounts that are delinquent. **FAIM Reps, LLC** will make every effort to advise customers of account status if delinquent via phone or email. **FAIM Reps, LLC** is not responsible for phone, email or address changes if not made aware. It is solely the responsibility of the purchaser to inform **FAIM Reps, LLC** of any/all contact, billing or payment information changes when/if they happen.

**3a. CREDIT CARDS**

**FAIM Reps, LLC** accepts all major credit cards including Visa, MasterCard, American Express and Discover. Any credit card payments **exceeding \$1,000.00** are **subject to a 2.5% processing charge** that will be added to the total charged. This fee is incurred from our virtual processing terminal and/or the credit card companies and is only passed onto the company/individual that is purchasing our goods/services.

**3b. INTEREST CHARGES**

On **all** accounts that exceed the 30 day billing period a 1.5% per month interest charge will be assessed on each unpaid invoice. **All** accounts exceeding 45 days, **FAIM Reps, LLC** reserves the right to revert account to Credit Card or C.O.D. via guaranteed funds only, until the account is brought back in good standing. If an account regularly pays beyond terms said account will be denied open account status and be **permanently** reverted to Credit Card or C.O.D. via guaranteed funds only. If a customer discontinues payment **FAIM Reps, LLC** will take legal action at the customers expense.

**3c. WIRE TRANSFERS/EFT**

When paying via **Wire Transfer/EFT**, there will be a **\$20.00 fee for each transaction** as this is what our bank charges for the transfer.

- a. Please be advised that any other transfer fees incurred by **FAIM Reps, LLC** will also be billed to the invoiced customer.

**3d. RETURNED CHECKS**

**FAIM Reps, LLC** charges a \$30.00 fee on any/all returned checks.

**4. PERSONAL CREDIT INFORMATION**

All customers that want Net 30 open terms are required to submit the **L.A.S. Associates/FAIM Reps, LLC** credit application/ reference form as well as our new customer information form. Customers granted Net 30 open terms will either receive a "Notification of Credit Approval" via email or phone. **FAIM Reps, LLC** reserves the right to request and review new documentation **at any time** in order to re-evaluate a customer's credit requirements.

All monies due **FAIM Reps, LLC** are to be paid in U.S. Funds and must be paid through U.S. Clearing Banks.

**5. MINIMUM ORDERS**

At this time **FAIM Reps, LLC** does not have minimum order requirements on our stock/inventoried products. Special order products are subject to carton quantities and you may be required to buy in carton quantity if the manufacturer requires.

**6. PRICING**

**FAIM Reps, LLC** always strives to provide an error free catalog and price list, but if errors are discovered they are corrected in our company wide system as well as in our printed/mailed/web posted documentation as quickly as possible. Pricing for manufacturers Replacement Parts are always subject to that manufacturers price increases or decreases. If a manufacturers prices change **FAIM Reps, LLC** is required to conform. **FAIM Reps, LLC** will always try to give at least 30 days notice of price changes but...**PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE.**

Please call or email for your specific pricing on all products as the **L.A.S. Associates/FAIM Reps, LLC** web posted pricing is always factory list price.

**7. SHIPPING | FREIGHT | PACKAGING**

We ship to the continental United States as well as HI, AK and Puerto Rico. We will also ship internationally via a reputable exporter if needed. Please contact us via phone or email for any international freight quotes/costs.

Orders will be shipped out of our Rochester (Bloomfield), NY, 14469 warehouse unless otherwise stated. Freight will be added to all invoices and may be subject to handling fees of up to \$7.00.

**FAIM Reps, LLC** ships with most major US carriers including USPS, FedEx and UPS ground and express. We can also make arrangements for LTL/Tractor Trailer freight pick-ups and deliveries upon request of freight quote. **FAIM Reps, LLC** will also ship with a customers UPS or FedEx Third party accounts, **there is a \$5 handling fee per invoice associated with all third party shipped orders.**

Shipping/Freight prices include only standard domestic packaging and will be packaged safely/securely to the best of our ability. Crating/Palletizing and/or export packing will have an added handling cost.

For the protection of our customers and **FAIM Reps, LLC**, we will be requiring that all parcels shipped out of our Bloomfield, NY warehouse have **direct signature confirmation**. This service will sometimes incur up to a \$5.00 signature service charge, specifically to our customers that have residential addresses.

We will drop ship to your customers with proper notice and documentation. If your ship to address changes after an order has already been fulfilled you agree to pay any/all fees associated with the interception/address change fees that **FAIM Reps, LLC** incurs.

**7a. LTL FREIGHT**

**FAIM Reps, LLC** will do our due diligence to assure that all LTL shipments will be safely stacked, wrapped and strapped. All LTL shipments are insured to the full replacement value of the product being shipped.

**RE-DELIVERY**

**FAIM Reps, LLC** will cover any fee(s) associated with orders/parts that are miss-shipped in our error. If the receiving party is not available and the shipment is missed, or **FAIM Reps, LLC** is given the incorrect ship-to address, the ordering party will be responsible for any/all re-delivery fee(s) up to and including re-shipping charges if the package is "returned to sender".

**LTL: FAIM Reps, LLC** does not cover re-delivery fees for LTL freight shipments that are scheduled and no one is available to receive the shipment. **If no dock hours are given we will assume dock hours of 9am - 3pm local time.**

If **FAIM Reps, LLC** is not notified of residential or "Limited Access" deliveries before the shipment is scheduled, any/all redelivery or Limited Access fees will be re-billed to the purchaser.

**LIFT GATE DELIVERY: FAIM Reps, LLC** must be notified before freight is quoted if a lift-gate is needed. If a lift-gate is found to be necessary after shipment departure the purchaser will be billed any/all redelivery and liftgate fees assessed.

## FAIM Reps, LLC | TERMS OF SALE (CONT'D)

### 7a. LTL FREIGHT (CONT'D)

Any/all LTL Residential shipments will be shipped via "Limited Access" and with a Lift-Gate per **FAIM Reps, LLC** policy. In some situations LTL servicers will require "Terminal Pick-Up" for some limited access or residential addresses.

### 7b. INTERNATIONAL SHIPPING | FREIGHT

**FAIM Reps, LLC** does not assume responsibility for incoming tariffs, duties or customs fees or surcharges. Each international customer assumes the responsibility of having or finding a freight broker.

### 7a. REFUSED PARCELS

Any/all parcels that are refused upon delivery with out the prior knowledge/approval of **FAIM Reps, LLC** will be charged all freight charges associated with that order. Please contact our customer service department to obtain approval for parcel refusal.

### 8. BACKORDERS

**FAIM Reps, LLC** tries very hard to ship all orders complete. In the event we are out of stock on any of the products on your orders our normal operating procedures are to ship what we have and backorder. Each shipment may have an individual shipping charge. If you would like to be added to our "SHIP COMPLETE LIST", please contact customer service via phone or email.

### 9. DAMAGE | SHORTAGE | ERROR CLAIMS

**FAIM Reps, LLC** will always cover internal errors, but cannot assume liabilities for external errors. Please be sure to open ALL packages and count all items BEFORE signing for your products. Check for concealed damage. If damage is found notify your delivery agent or carrier and the original carton should be kept for possible carrier inspection. Please contact us immediately if damage is found.

#### 9a. DAMAGE & SHORTAGES

Shortage or damage claims need to be reported to **FAIM Reps, LLC** within 48 hours of delivery. After 48 hours we cannot make any claim guarantees. In order to process a shortage/damage claim we will need your invoice or sales order number. If shipping via third party shipping accounts **FAIM Reps, LLC** is not responsible for and cannot make any shipping claims, this needs to be handled by the third party account holder.

### 9b. SIGNING FOR YOUR PRODUCT

Once an order is fulfilled and shipped it is consigned to the carrier. PLEASE NOTE: carriers are responsible for any shortage or damage incurred until you sign a clear bill of receipt. In most cases carriers will not honor a claim if they have a signed receipt from the receiver. Please DO NOT deduct from an invoice for any shipping discrepancies/shortages or damage without first contacting **FAIM Reps, LLC** customer service to obtain authorization.

### 10. SPECIAL ORDERS | NON-CORE ITEMS

**SPECIAL ORDER** items are classified as any product that L.A.S. Associates/FAIM Reps, LLC does not normally carry and is brought in specifically for a customer, up to and including any regularly stocked item that is purchased for a specific customer **IN VOLUME QUANTITY**. Or if a product is brought in for a specific customer and stocked only for said customer. These items are also classified as **NON-CORE**.

We are happy to order any product that you need. If we do not stock an item, in most cases product will need to be ordered in case quantity if required by the manufacturer. Your customer service representative will tell you if your product qualifies as Special Order.

Special ordered product CANNOT be canceled without our authorization as in many cases the **NON-CORE** items have already been ordered and may not be able to be canceled. If a special order is canceled you will be liable for any restocking fees and/ or freight charges incurred (see Return Policy section 11 for details)

### 11. RETURN POLICY

**Unused NON-DEFECTIVE** items with part numbers clearly identified and in resalable condition are subject to a 15% restocking charge and must be returned **within 90 days** of invoice date to qualify. Returns that are older than 6 months in most cases, cannot be accepted. Please contact customer service with issues.

#### 11a. SPECIAL ORDER RETURNS

Special Order items in most cases **are not returnable or are subject to a 25-35% restocking charge** depending on the manufacturer, please contact customer service for specifics. Your customer service representative will tell you if your product falls in the Special Order category. (please see 'SPECIAL ORDERS | NON-CORE ITEMS' section for classifications)

#### 11b. DEFECTIVE ITEM RETURNS

Defective product may be returned at **FAIM Reps, LLC** discretion for account credit or replacement. **No cash refunds can be given.**

#### 11c. RMA REQUESTS | DOCUMENTATION

**NO returns of any kind** will be accepted without part numbers, invoice number and a documented RMA number. Returns must be received within **30 days of the issuance of the RMA number.**

Please contact **877.322.5019** for ALL RMA requests, please have the following information on hand when calling for return authorization: Customer Name, original purchase order number, invoice number, and the reason for the return. Upon RMA approval you will receive an RMA form from **FAIM Reps, LLC** via email or fax.

### 12. CREDITS

**CREDITS:** Will be issued **within 30 days** after the returned product is received and if inspection requirements are met. You will receive an email copy of your credit memo once it is processed through our returns department.

#### 12b. CREDIT EXPIRATION

After **12 months** all credits will be taken out of our system and a check in the amount of your credit will be sent out to the company/individual address that we have on file in our system. We will not send a credit check to any other address than we have on file.

### 13. WARRANTY

Please be advised that **L.A.S. Associates/FAIM Reps, LLC** is the DISTRIBUTOR of wholesale parts and supplies and not the manufacturer. Liability for any defective part and or supply is limited to but not required for **L.A.S. Associates/FAIM Reps, LLC** replacing the item with the same, or comparable part or supply. **L.A.S. Associates/FAIM Reps, LLC** is not liable for any injury, loss or damage, whether direct, incidental or consequential resulting from the purchase, use or the inability to use any part(s) or products sold by **L.A.S. Associates/FAIM Reps, LLC**. There are no warranties which extend beyond the description of goods nor does **L.A.S. Associates/FAIM Reps, LLC** imply ANY warranty. Buyer voids any manufacturer warranty if the defective part/product is subjected to abuse, improper use, or improper installation.

### 14. CALIFORNIA CUSTOMERS

**FAIM Reps, LLC** does not guarantee that all products meet California environmental laws or Proposition 65. It is the sole responsibility and liability of the purchaser to order products for use in California that complies with California laws.

### 15. USE DISCRETION

The products that **L.A.S. Associates/FAIM Reps, LLC** supplies are intended for use/installation by qualified, experienced and sometimes licensed professionals, and the selection of the appropriate products for their intended use must be made by persons knowledgeable in this field. **L.A.S. Associates/FAIM Reps, LLC** cannot be held responsible for products that fail or harm if not used for their intended purpose.