



FEC Heliports *design, manufacture, install...we do it all!!*

Terms & Conditions of Sale

December, 2020

- **PAYMENT TERMS**

Preferred payment terms for all equipment purchased from FEC Heliports is by credit card at the time of order. FEC Heliports will accept PO's from approved Vendors for orders exceeding \$15,000 US with the standard payment terms of net 30 days. Additional time will be granted only by request in writing and approval from FEC Heliports LLC credit manager.

After an order is released for manufacture, it will be invoiced as of the date when complete, packed and ready on our dock. If a customer request, action or failure to provide information results in a shipping hold, FEC Heliports will hold the shipment for a reasonable time but reserves the right to charge a reasonable storage fee. Payment will be expected within quoted terms.

Past due accounts will be charged a two percent (2%) finance charge per month. Shipments will not be made to past due accounts. Checks returned to the bank will be charged a \$100 bad check fee and credit will be suspended. Accounts that issue uncollectible checks or are over 120 days delinquent will be referred to an outside collection agency. The customer will pay all cost of collection incurred by FEC Heliports including but not limited to, reasonable attorney's fees, if any.

All quotes and invoices are in US dollars. Payment is to be remitted in US dollars, except for remittances in euros or pounds sterling by prior authorization in writing.

- **QUOTATIONS & PRODUCT APPLICATIONS**

All quotes are subject to receipt of accurate information from the requestor. Quotes are firm for thirty (30) days, but orders are subject to the price of the product at the time of shipping. Quotes priced in error will not be honored. Prices quoted do not include taxes unless shown as a separate line item on the quote. Shipping is not included on any quotes unless it is shown as a separate line item. Shipping dates are the best estimate of FEC Heliports and its suppliers at the time of the quote. FEC Heliports will make every effort to honor the quoted time frame but will not accept any late fees or liquidated damages in any form as a result of missed dates.



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- ORDER ACCEPTANCE

Orders are subject to acceptance by FEC Heliports. A written purchase order must be received prior to an order being entered into our system. The written PO takes president over any previous quotes or any other form of communication regarding the proposed order. Change orders must be provided as a separate document and approved by both parties to be accepted. All prices are subject to the price in effect at the time of the shipment if outside the time of a valid quote.

- LIMITED PRODUCT & SYSTEM WARRANTY

The standard warranty for identified products and products within a system manufactured by FEC Heliports is ten (10) years from the date of ex-factory shipment except as excluded below or as modified in writing. This warranty applies to contracts received, products manufactured and shipped after December 1st, 2020.

The following warranty is exclusive and in lieu of all warranties whether expressed, implied or statutory, including but not limited to any warranty of merchantability or fitness for any particular purpose.

FEC Heliports warrants to each original Buyer of the products manufactured by FEC Heliports that such products are, at the time of delivery to the Buyer, free of significant material and workmanship defects and for a period of ten (10) years, the internal LED board and driver assembly on lighting products will have a warranty period for three (3) years.

No warranty is made regarding:

- a. Any product that is subjected to abuse, misuse, accident, negligence, improper testing, improper installation or removal and reinstallation, improper storage, improper handling, improper repair, or any use contrary to the written installation or maintenance instructions
- b. Any product that has experienced normal wear & tear expected for conditions at the site of installation
- c. Any product that has been altered in any way in which FEC Heliports determines that the alteration has adversely affected the product.
- d. Any third party manufactured products added to the FEC product or the system in which the FEC product is included such as sensors, detectors, batteries or communications devices.
- e. Any product subjected to electrical line noise, electrical surge, voltage outside the stated range, high radio frequencies, direct antenna transmission or other abnormal or outside electrical impact. Also includes adverse vibration, salt or outside chemicals, excessive temperature or humidity or submersion in water.



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- f. Any damage from any external source, device or system
- g. Cost associated with any approved work performed on the product such as installation of approved replacement parts.
- h. Any consumable parts such as lamps, windsocks, paint or product finish, fuses, batteries, frangible connections, hydronic tubing, pumps or any other consumable part that can be expected to break, fail or deteriorate with normal or everyday use.
- i. Products manufactured by a third party that carry the FEC Heliports or Federal Equipment Company name or logo.

- **FEC INSTALLATION WARRANTY**

The standard warranty for FEC installed products and products within a system manufactured by FEC is 12 months from the date of completed installation. This warranty applies only to installation done by FEC Heliports employees or those hired directly by FEC Heliports. Installations supervised by an FEC Heliports Technical Representative are not covered by this warranty. This warranty applies to contracts received and installations completed after October 1st, 2020.

The following warranty is exclusive and in lieu of all warranties whether expressed, implied or statutory, including but not limited to any warranty of merchantability or fitness for any particular purpose.

- **CUSTOMER OBLIGATIONS**

The Customer shall notify FEC of any defects or problems with a part or system within 30 days of the date that the defects or problems were discovered or should have been discovered; failure to notify FEC within this 30-day period shall nullify the warranty regarding that defect or problem. In addition, all Customer notifications of defects or problems must occur within the warranty period. The Customer shall assist FEC in diagnosing the defect or problem with the system and shall follow FEC's instructions for any claim made under this warranty. Warranty service is provided only on a return basis to FEC's facility. If FEC directs that a part or a component of the system be shipped to FEC for repair, replacement, or servicing, the Customer shall ship such parts or components to FEC within 7 days. The Customer shall pay return freight to FEC; FEC will pay for delivery of repair or replacement parts or components to the Customer. The Customer shall return no parts or components to FEC without prior return authorization from FEC. If FEC provides Customer with replacement parts or components before the defective ones are returned to FEC, then Customer must return the defective parts or components so that they are received at FEC's facility within 7 days of the date that FEC delivers the replacements to Customer's location; failure to return the defective parts or components within this period will entitle FEC to charge Customer for the replacements. All costs of removal and installation or



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reinstallation of parts or components, whether defective or not, including installation of replacements parts or components furnished by FEC, shall be paid by the Customer. If the Customer undertakes any repair of a defect or problem on its own without direction to do so by FEC, the Customer shall pay the full costs of such repair and FEC shall have no liability.

- MAINTENANCE

The Customer is responsible for preventive and routine maintenance. If FEC travels to the Customer's location and determines either that the parts or components failed because of improper maintenance or that the problem or defect was remedied undertaking a maintenance action, then FEC will bill the Customer for FEC's time, material, and expenses. In such circumstances, the Customer shall pay for FEC's time, material, and expenses, or the warranty will become null and void.

- WARRANTY EXTENTION

The warranty as set forth in this document shall not be extended for any reason, unless FEC extends the warranty in writing.

- DISCRETE WARRANTY CLAIM

When the system returns to normal operation for a 10-day period following action by FEC and the Customer under this warranty, the defect or problem shall be considered resolved. If the Customer notifies FEC of the same or of a similar defect or problem at a later date, such defect or problem shall be considered a new, discrete warranty claim. When FEC and the Customer remedy the defect or problem for this new, discrete warranty claim as evidenced by 10 days of normal operation following warranty action, the new defect or problem also shall be considered resolved. Multiple warranty claims for the same or similar defect or problem shall not be construed as a single, on-going warranty claim, and the existence of such multiple warranty claims shall not be used as a basis for the Customer seeking warranty service beyond the warranty period set forth in paragraph 1. Any defect or problem, which is resolved prior to expiration of the warranty period, shall require no further action by FEC under this warranty.

- DISCLAIMER OF OTHER WARRANTIES:

THE FOREGOING WARRANTIES ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES NOT EXPRESSLY SET FORTH HEREIN, WHETHER EXPRESSED OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CUSTOMER MUST GIVE WRITTEN NOTICE



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TO FEC OF ANY DEFECTS WITHIN 30 DAYS FROM THE DATE THAT SUCH DEFECTS WERE DISCOVERED OR SHOULD HAVE BEEN DISCOVERED. FAILURE BY CUSTOMER TO GIVE SUCH WRITTEN NOTICE TO FEC OF DEFECTS WILL CONSTITUTE A WAIVER BY CUSTOMER OF ALL CLAIMS OR WARRANTY REMEDIES FOR SAID DEFECTS.

- LIMITATION OF LIABILITY:

THE CUSTOMER AGREES THAT IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR ANY OTHER CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF LEGAL ACTION OR THE THEORY OF RECOVERY, WILL FEC OR ITS SUBCONTRACTORS OR AFFILIATES BE LIABLE FOR (I) CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUES, COSTS ASSOCIATED WITH ADDITIONAL LABOR OR MAINTENANCE COSTS TO KEEPING A SYSTEM OPERATING, LOSS OF USE OF A SYSTEM OR ANY OTHER PROPERTY, COST OF CAPITAL, COST OF SUBSTITUTE PARTS OR COMPONENTS FOR THE SYSTEM, COST OF SUBSTITUTE FACILITIES OR SERVICES, DOWNTIME COSTS OR CLAIMS OF CUSTOMER'S CLIENTS FOR SUCH DAMAGES, NOR (II) ANY LOSSES OR DAMAGES UNDER ANY CLAIM OF ANY KIND, IN EXCESS OF THE PURCHASE PRICE ACTUALLY PAID TO FEC FOR THE ITEMS OR SYSTEM WHICH GIVES RISE TO THE CLAIM. ALL SUCH LIABILITY WILL TERMINATE WITHIN 12 MONTHS FROM THE BEGINNING OF THE WARRANTY PERIOD, AS PROVIDED IN PARAGRAPH 1. FOR THE PURPOSES OF THIS PARAGRAPH, "PURCHASE PRICE ACTUALLY PAID TO FEC FOR THE ITEM OR SYSTEM" SHALL MEAN THE PURCHASE PRICE OF THE SPECIFIC ITEM OR SYSTEM WHICH IS THE SUBJECT OF THE WARRANTY CLAIM AND WHICH HAS ITS PRICE SET FORTH SEPARATELY IN THE CONTRACT OR AGREEMENT, OR IN FEC'S QUOTATION WHICH LED TO THE CONTRACT OR AGREEMENT. FOR THE PURPOSES OF THIS PARAGRAPH, "PURCHASE PRICE ACTUALLY PAID TO FEC FOR THE ITEM OR SYSTEM" SHALL *NOT* MEAN THE ENTIRE PURCHASE PRICE FOR THE ORDER AND ALL OTHER ITEMS BEING FURNISHED WITH THE ORDER, UNLESS THERE IS NO SEPARATE PRICING FOR OTHER ITEMS EITHER IN THE CONTRACT OR AGREEMENT OR IN FEC'S QUOTATION.

- Governing Law

Notwithstanding any other provision in the Contract or Agreement, this warranty will be interpreted construed and governed according to the laws of the State of Ohio, without giving effect to conflicts of law rules, and any actions arising under this warranty will be venued



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only before an Ohio Court in Hamilton County, Ohio or, in case of a Federal court, in the Southern District of Ohio.

- Other Warranty Provisions

Customer may not assign this Warranty to any other person or business entity, including a successor in interest to the Customer, without FEC's written consent. If there is any inconsistency between this Warranty and any other provision in the Contract or Agreement (other than the length of the warranty period as discussed in paragraph 5), this Warranty shall govern. This Warranty may not be modified, altered or amended without the written agreement of FEC. Any additional or altered terms attached to the Customer's order shall be null and void, unless FEC expressly agrees to such terms in writing. If any term of this Warranty is later ruled to be illegal or unenforceable by a court or other controlling body, the legality and enforceability of the remaining provisions shall not be affected or impaired.

Signatures provided if requested by Customer, all warranty provision applied if unsigned by FEC Heliports and an accepted PO or Contract transaction is in place.

Approved FEC Heliports Associate _____ Date

Approved Customer Representative _____ Date
