

TRANE SUPPLY - TERMS AND CONDITIONS OF SALE

Prices: All prices and conditions are subject to change without notice and all quotations, unless otherwise specified, are binding only for immediate acceptance. Published prices are based on products made to standard tolerances and dimensions. Shipping point is FOB Warehouse/Factory with transportation charges billed in accordance with terms of our quotation or published price sheet.

Ordering Information: All orders are subject to final acceptance and confirmation by us. Orders accepted will be on the basis of price in effect on date of shipment. All orders are accepted subject to the understanding that we are not liable for delays or inability to ship caused by fires, strikes, acts of God, or other circumstances beyond our control.

We reserve the right to ship in box quantities. If specific quantities are ordered that do not correspond to our box quantities we reserve the right to assess a surcharge to the list price.

Cancellation of orders may not be made without our written consent. Orders for material made special to customer's specifications may not be cancelled without payment to Trane Supply for all expenses involved, and then only with special permission.

Notice of Claims: Any claim for shortages must be made within forty-eight (48) hours after receipt of material. Claims for loss or damage to material in transit must be made directly to the carrier. Our material is sold FOB Warehouse/Factory and our responsibility ceases after the material is delivered to carrier in good condition. All other claims, including but not limited to for alleged defective goods, must be made in writing, and delivered in person or by certified mail ATTN: Trane Supply store manager, within fifteen (15) days after the Buyer learns of the facts upon which such claim is based.

Return of Goods: No material is to be returned without our written permission and then only in accordance with our shipping instructions and terms. All materials returned must be goods of our manufacture and in clean saleable condition. A minimum twenty percent (20%) restocking charge, plus transportation charges both ways, will apply to all products returned unless otherwise agreed on, and will be deducted from any credit issued.

Limited Warranty: Products of Trane Supply are guaranteed against defects in material and workmanship for a period of one (1) year from date of shipment from our warehouse, provided that they are used in the service for which they are recommended. This warranty is limited to replacing or repairing, FOB Warehouse/Factory, any material which upon our inspection on our premises we find to be defective. Motor or Compressor Failure resulting from single phase conditions, lightning, and power surges are NOT covered. Electronic components may not be returned after installation. All warranties are void unless full payment has been made.

Dimensions and specifications of catalogued items are standard, and we shall adhere to these standards whenever possible, reserving, however, the right to make changes without notice.

EXCEPT AS EXPRESSLY STATED ABOVE, SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, WHETHER OF MERCHANTABILITY OF FITNESS FOR ANY PARTICULAR PURPOSE OR USE OR OTHERWISE ON ANY PRODUCT, OR ON ANY PARTS OR LABOR FURNISHED DURING THE SALE DELIVERY, OR SERVICING OF ANY PRODUCT.

Limitation of Liability: Except as expressly stated above, Seller shall not be liable to the buyer or to any other person, firm or corporation for any incidental or consequential loss, damage, or injury arising out of any breach of warranty or any other act or default relating to Buyer's order or to product or services provided to Buyer, even if such loss, damage, or injury is caused by Seller's negligence. The correction of defects as provided in the warranty statement above shall constitute Seller's full obligation with respect to all claims and Seller's liability shall in no event exceed the unit purchase price of the product in question.

By ordering and/or accepting products from Seller, Buyer agrees to pay a reasonable attorney's fee to Seller for making such collection, whether or not suit is commenced, through appeal, as well as interest at the rate of one and a half percent (1.5%) per month on the unpaid balance. If any legal action becomes necessary, Buyer agrees that venue for such proceedings shall be in Hillsborough County, Florida.

Any lawsuit or other action based upon breach of this contract or upon any other claim arising out of this sale (other than an action by Seller for any amount due to Seller by Buyer) must be commenced within one year from the date of the tender of delivery by Seller, or in the case of a cause of action based upon an alleged breach of warranty, within one year from the date within the warranty period on which defect is or should have been discovered by Buyer.

IF PAYMENT NOT MADE AT COUNTER, REMIT PAYMENT TO:

Tampa Bay System Sales Inc
P.O. Box 919309
Orlando, FL 32891-9309