



## Fawoo Canada Terms, Conditions, and Limited Warranty

**Shipping:** All orders are shipped F.O.B Markham, Ontario. All shipping charges will be added to invoice amount (Approved Carrier and Crating). Large / volume orders will be packed in a crate for shipping in order to avoid any possible damage during shipping. Crating dimensions and costs will be confirmed once the Quotation is approved. Customers are responsible for packaging cost and shipping cost.

**Delivery Timing:** Will be provided to clients to try to meet their timelines. While we endeavour to meet your delivery requirements, Fawoo Canada accepts no responsibility for delays of any kind, whatsoever.

**Claims (Shortages / Damages):** All shipments should be inspected, upon receipt, for damages and shortages. All carton(s), packing materials and damaged item(s) must be kept in original packaging as the shipper will not honour claims. In all cases, the purchaser assumes all risk of loss or damage to products in transit, and likewise assumes responsibility for filing a claim with the carrier. In the event of freight damage, notify the carrier immediately, and mark the bill of lading "**damaged upon receipt**". In the event of Package Shortages you must notify the carrier to file a claim with the carrier and mark the bill of lading "**shortage upon receipt**". Fawoo Canada is not responsible for the cost of replacement materials or freight expenses for goods damaged or lost in transit.

**Fawoo Canada Claims (Shortages):** All shipments should be inspected, upon receipt, for shortages.

In the event of Product Shortages within the correct Package Shipment you must file a claim with Fawoo Canada within 48 hrs of the receipt of the package.

**Cancellation, Returns Of Orders / Product:** If there is an issue with your order, please contact our Customer Service Department immediately. No cancellations are accepted once production started. No returns of any kind will be accepted, after a period of 2 weeks from shipping date. Returned products must contain a Return Authorization Number that has been approved by Customer Service. Returned products must be received in one week from date of return authorization number issued date. A re-stocking charge equal to 25% of all materials and services invoiced, together with all freight charges, apply to all returns.

**Product Samples:** All product samples are detailed in the "Fawoo Canada Sample Price List". All product sample requests are to be submitted on formal PO and charged to the client at the rates provided in the sample price list".

**Limited Warranty:** Fawoo Canada ("the Manufacturer") warrants that products shall be free from defects in materials and workmanship under normal use and proper installation for a period of two (2) years from the date of the original purchase (proof of purchase required). The exclusive remedy and entire liability under this warranty will be for repair or replacement at manufacturer's option.

The above warranty shall not apply to product defects resulting from (a) improper installation or maintenance; (b) misuse, neglect or accident; (c) damage during shipping or unpacking; (d) damage from hazardous environment; (e) use of power adaptor with supply voltages other than that for which it is specified; (f) use of power adaptors not tested and recommended by the manufacturer; (g) high voltage surges; (h) electrostatic discharges; (i) operation outside the product's specification; or (j) failure to follow product instructions.

The warranty is void if products are disassembled, modified, or improperly used. The Manufacturer shall not have any obligation to repair or replace product until the purchaser returns defective product to the Manufacturer. Any replacement product may be either new or like-new, and may contain remanufactured parts, equivalent to new in performance.

Returned products are subject to inspection and evaluation at the Manufacturer's facility. The purchaser assumes repair or replacement and shipping cost should the returned products are deemed to be non-defective or deemed to be damaged by the purchaser. Under no circumstances, shall the Manufacturer be responsible for repair or replacement at the purchaser's facility or at any other installation site at its own cost.

EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH ABOVE, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PRODUCTS ARE SUPPLIED ON AN "AS IS" BASIS AND THERE ARE NO WARRANTIES, REPRESENTATIONS OR CONDITIONS WHETHER EXPRESSED OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, WITH RESPECT TO THE PRODUCTS. THE MANUFACTURER SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

IN NO EVENT SHALL THE MANUFACTURER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SIMILAR DAMAGES, INCLUDING ANY LOST PROFITS, INSTALLATION OR RE-INSTALLATION COSTS, OR OTHER INCIDENTAL OR CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER BASED ON CONTRACT, OR ANY OTHER LEGAL THEORY, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR WHETHER SUCH DAMAGES ARE FORSEEABLE. IN ANY EVENT, THE TOTAL AGGREGATE LIABILITY OF THE MANUFACTURER FOR DIRECT DAMAGES SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCT.