



F&G Industries LLC
1980 Post Oak Blvd Ste 100
Houston, TX 77056

F&G Industries LLC (Referred to as “F&G”) General Terms and Conditions of Sale

1. Warranty Coverage

F&G guarantees its products against manufacturing defects for one (1) year from the date of shipment. Products deemed defective within this timeframe will be replaced at no cost, provided that:

- They were used according to recommended guidelines and installed and operated properly,
- The defect is due to manufacturing flaws and not expected wear from abrasive or corrosive environments,
- No modifications were made without written approval from F&G, and
- Written notice of the defect is submitted within the warranty period.

This warranty excludes all labor and incidental costs. F&G explicitly disclaims all implied warranties, including merchantability and fitness for a particular purpose. The Uniform Commercial Code and its adoption by the State of Michigan shall not apply.

2. Use Limitations

F&G products must not be used in aviation or aerospace environments. No assurances are made regarding such uses, and any responsibility falls solely on the purchaser, who agrees to indemnify and protect F&G from any resulting claims or costs, including legal fees.

3. Exclusive Remedies

If any product fails to meet the contract terms due to warranty breach, contract violation, or negligence, the buyer’s sole remedy shall be limited to replacement or, at F&G’s discretion, refund of the purchase price. F&G will not be liable for any other damages, including direct, indirect, or consequential losses, or costs related to misuse or resale of the product.

4. Pricing

All prices and sales conditions are subject to change without notice unless specified otherwise. Clerical or typographical mistakes are subject to correction without liability.

5. Order Acceptance



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All orders must be approved by F&G's credit department. Any transfer of purchasing rights requires prior written authorization from F&G.

6. Payment Terms

All payments must be made in U.S. dollars and free of any additional charges. F&G may require full or partial prepayment based on its assessment of the purchaser's financial status.

7. Partial Shipments

F&G may ship in installments and issue separate invoices accordingly. Delayed payment on any portion may result in work suspension or legal action.

8. Taxes

Unless otherwise specified, the buyer is responsible for all applicable federal, state, and local taxes, which may be added to the invoice if paid initially by F&G.

9. Shipping Discrepancies

Claims for missing items must be reported in writing within ten (10) days of receipt. The carrier assumes responsibility for any damage or loss during transit.

10. Delivery Timelines

Estimated shipping dates are provided as accurately as possible but are not guaranteed. Stock availability is subject to prior sale.

11. Order Changes or Cancellations

Orders may only be altered or canceled with written consent from F&G. Cancellation charges may apply. Special orders require full payment for work completed and materials used.

12. Returns

Returns require prior written approval. Returned goods may incur restocking fees, two-way freight charges, and any costs for necessary refurbishment unless otherwise agreed upon in writing.

13. Intellectual Property Indemnity



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If a product is made to the purchaser's design or specifications, the purchaser agrees to defend and indemnify F&G against any patent infringement claims or related liabilities, including attorney's fees.

14. Governing Law

This agreement is governed by the laws of the State of Texas. Conflict of law principles shall not apply.

15. No Waiver of Rights

F&G's decision not to enforce a provision at any time does not waive its right to do so in the future. No waiver shall be inferred from a delay or failure to act.

16. Tools, Dies, and Patterns

All dies, tools, and patterns developed or used for the manufacture of products remain the exclusive property of F&G, regardless of any charges invoiced for their design, setup, or preparation. These charges are considered partial cost recovery and do not confer any ownership rights to the purchaser. F&G reserves the right to dispose of or retire any such dies, tools, or patterns if they have not been used in production for a period of two (2) years or more, without prior notification.

17. Force Majeure

F&G is not responsible for performance delays or failures caused by circumstances beyond its control, including but not limited to natural disasters, war, acts of government, labor strikes, or equipment failure.

18. Binding Agreement

All sales are governed exclusively by these terms unless modified in writing and signed by an authorized F&G representative. No other terms apply.