



**FORBES**<sup>™</sup>  
**Industries**

**Worldwide Leader in the Manufacturing of  
U.S. Made Hospitality and Food & Beverage Products**

## **General Information, Terms and Conditions of the Sale** (Effective 02-28-2018)

### **How to place your order:**

- Orders can be received by fax, mail or email ([orders@forbesindustries.com](mailto:orders@forbesindustries.com))
- Phone orders are not accepted.
- An order acknowledgement will be sent out within 24 hours to confirm details of the following: products ordered, pricing and estimated ship date. The order acknowledgment will constitute the complete agreement between the buyer and seller. Any changes to the order must be confirmed by a hard copy.

### **Terms of Sale:**

- Orders are accepted subject to credit approval and Forbes Industries shall issue invoices upon shipment of merchandise. For approved accounts, the full payment is due and payable in thirty calendar days from date of invoice, less any applicable discounts. For non-approved accounts, full payment is due and payable prior to the start of production.
- All credit cards accepted, please contact accounting to process ([ar@forbesindustries.com](mailto:ar@forbesindustries.com))
- Wire Transfers and ACH payments are accepted, please contact accounting for banking instructions ([ar@forbesindustries.com](mailto:ar@forbesindustries.com))
- COD shipments are not available

### **Shipping Terms:**

- The freight charges are to be paid by the buyer. Forbes Industries standard shipping terms are F.O.B. Ontario, Ca unless otherwise stated in writing by the seller and noted hereon.
- Forbes Industries makes good faith projections of shipping schedules and delivery dates, but does not guarantee those projections and shall not be liable for any cost or delay or damages associated with failure to ship by or deliver on any such dates.
- The title to and ownership of merchandise, as well as risk of loss or damage and duty to insure, shall pass to buyer upon the seller's tender of goods to the carrier.
- All product should be inspected at time of delivery whether or not carton appears to be in good condition and refused if there are any damages. Failure to inspect product may result in denial of a freight claim.

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1933 East Locust Street ~ Ontario, California 91761 ~ P: 909.923.4559 ~ F: 909.923.1969  
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**Cancellations:**

- Standard catalog item orders cancelled after receipt are subject to minimum of 25% cancellation fee.
- Custom orders are not eligible to be cancelled.

**Returns:**

- A request to return product must be made within 30 days of the date the product shipped from the factory (not from the date the product is received).
- The Return Merchandise Authorization (RMA) is valid for 21 days from the date of issuance. If the product is not received within the 21 day time period, the RMA is void and the product cannot be returned.
- All items must be returned to Forbes Industries in their original package, unused, and freight prepaid.
- If a return has visible damage, it will be refused.
- If received with concealed damage, a deduction for repairs will apply.
- Any merchandise not received in original packaging will not be eligible for credit.
- The restocking fee for standard catalog items is 25%
- Wood Products are not returnable.
- Custom products are not returnable.
- Public Guidance Posts and Ropes are not returnable.
- Replacement parts are not returnable.
- Large quantity purchases are not returnable.

**Product Warranty:**

Updated and effective for shipments starting January 1, 2017

Forbes Industries products are manufactured, tested and inspected in accordance with specific engineering requirements and are warranted to be free from defects in workmanship and materials for a period of **THREE (3) YEARS** from date of purchase unless otherwise stated.

Specifically identified products marketed as Forbes Essentials are warranted to be free from defects in workmanship and materials for a period of **ONE (1) YEAR** from date of purchase.

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**Product Warranty – cont.:**

Unless otherwise stated, Forbes custom designed or built products are warranted to be free from defects in workmanship and materials for a period of ONE (1) YEAR WARRANTY from date of purchase.

This warranty is limited to parts manufactured by Forbes. The warranty is limited to original purchaser of equipment. The exclusive remedy of buyer and sole liability of Forbes will be repair or replacement of product at Forbes sole discretion. Failure to follow instructions on care may void warranty.

This warranty does not apply to freight damage or failure caused by abuse, misuse, neglect, lack of proper maintenance, age, use of inappropriate cleaning agents, unauthorized modification or repair by user, damage caused by theft or unauthorized entry, or any inappropriate use outside of design specification.

This warranty does not apply to wear items such as bags, wheels and casters, locks, and other outsourced parts where supplier warranty will apply.

Reasonable maintenance on Forbes Products is the responsibility of the purchaser. This includes but is not limited to tightening loose hardware, applying touchup finish to scratches, bumps, wear areas and any holes drilled for mounting accessories after receipt, cleaning surfaces where corrosive liquids have spilled, use of protective covers if purchased or provided, or following of any care instructions provided.

To secure repair under this warranty, the following procedures should be taken:

1. A warranty claim must be placed with Forbes Warranty Claim department and all warranty repairs or replacements need to be approved by Quality Manager
2. In the event of a warranty claim the item(s) may be inspected on site by manufacturer's designated agent or evaluated by any other method at Forbes discretion. Upon inspection or Forbes internal review and acceptance of warranty responsibility a determination will be made whether repairs can be accomplished on-site, by returning item(s) to factory, or by replacement.
3. Payment for Return freight on warranty claims is at the discretion of Forbes Industries. If evaluation of returned items shows claim resulted from abuse or neglect Forbes reserves the right to charge some or all freight and repair costs to the claimant. Shipping charges to return non-warranty repairs to the claimant are the responsibility of the claimant as well.
4. Only Forbes or its authorized agents may make warranty evaluations and repairs on these products. All others do so at their own risk.

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**Product Warranty – cont.:**

There is no reimbursement for labor to repair Forbes Industries Products except as specifically authorized through the warranty process.

This warranty limits Forbes's liability for defects in workmanship or materials to repair or replacement of warranted parts.

Forbes will not be liable for incidental or consequential repair expenses or damages arising from the use of a Forbes product, whether defective or not.

This warranty is in lieu of all other expressed or implied warranties, including but not limited to merchantability or fitness for a particular purpose, and is extended only to the original end-user purchaser.