



TERMS AND PRICES:

- (a) Terms and payment on all orders are subject to the approval of Broan-NuTone LLC's credit department and, unless otherwise stated, are 2% ten days, net 30 days from the date of invoice without regard to the date of delivery of the Products.
- (b) Prices and deliveries are F.O.B. Broan-NuTone LLC warehouses or as otherwise stated, and the risk of loss and damage shall pass to Buyer on delivery to the carrier.
- (c) Buyer shall pay Broan-NuTone LLC the amount of any sales, use or any other local, state or federal taxes, which arise from the sale or delivery of the Products.
- (d) Minimum order is \$500. A \$35 handling fee will be applied to orders less than \$500.
- (e) All prices, models and material specifications are subject to change or withdrawal without notice.
- (f) Broan-NuTone LLC is not responsible for any typographical error or misprint on pricing in this book.

SHIPPING AND DELIVERY:

- (a) Buyer's receipt of any Products delivered by Broan-NuTone LLC shall be an unqualified acceptance of, and a waiver by Buyer of any and all claims with respect to, such Products on the earliest to occur of (i) payment for the Products or (ii) failure of Broan-NuTone LLC to receive notice in writing of shortages in the Products within 10 days of their delivery to Buyer.
- (b) **UNDER NO CIRCUMSTANCES WILL BROAN AND/OR NUTONE BE RESPONSIBLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF OR OWING TO ANY DELAYS IN DELIVERY.**
- (c) Broan-NuTone LLC will prepay freight on orders of \$2,000 or more to locations within the contiguous 48 states. Shipments of \$2,000 or more to Hawaii or Alaska will be prepaid to the most direct port within the contiguous 48 states with the customer paying freight from that port to the final destination. Orders of \$2,000 or more to non-US destinations will be shipped at customer's expense. Orders including both special or non-stock Products and stock Products will be processed as split shipments with stock Products shipped at once and special Products shipped when available. To be shipped freight prepaid, each portion of the split order must be \$2,000 or more.

CANCELLATIONS, CHANGES, ALTERATIONS OR RETURNS:

- (a) Orders placed cannot be cancelled or altered nor can deferred deliveries of Products completed or in process be extended beyond original specified delivery dates, except with Broan-NuTone LLC's consent and upon terms which will indemnify Broan-NuTone LLC against loss.
- (b) Any claim based on the receipt of damaged Products must be filed with the carrier that delivered the Products. Broan-NuTone LLC will not allow credit for the return of the damaged Products.
- (c) **PRODUCTS RETURNED WITHOUT BROAN'S AND/OR NUTONE'S WRITTEN AUTHORIZATION WILL NOT BE ACCEPTED. BROAN-NUTONE LLC WILL NOT ACCEPT THE RETURN OF SPECIAL, NON-STOCK, OBSOLETE OR UNSALABLE PRODUCTS. BROAN-NUTONE LLC MAY, AT ITS OPTION, ACCEPT OTHER RETURNED PRODUCTS SUBJECT TO A RESTOCKING CHARGE FOR INSPECTION AND REPACKAGING.**

Product Category	Warranty Period
Medicine Cabinets	One Year Limited

Broan-NuTone LLC warrants to the original consumer purchaser of its products that such products will be free from defects in materials or workmanship for a period noted in the chart to the left from the date of original purchase. **THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** During the stated warranty period, Broan-NuTone LLC will, at its option, repair or replace, without charge, any product or part which is found to be defective under normal use and service. **THIS WARRANTY DOES NOT EXTEND TO FLUORESCENT LAMP STARTERS, TUBES AND BULBS, FUSES, FILTERS, DUCTS, ROOF CAPS, WALL CAPS AND OTHER ACCESSORIES FOR DUCTING.** This warranty does not cover (a) normal maintenance and normal service or (b) any products or parts which have been subject to misuse, negligence, accident, improper maintenance or repair (other than by Broan-NuTone LLC), faulty installation or installation contrary to recommended installation instructions. Labor to remove and replace products is not covered. The duration of any implied warranty is limited to the time period specified for the express warranty. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. **BROAN-NUTONE LLC'S OBLIGATION TO REPAIR OR REPLACE, AT BROAN- NUTONE LLC'S OPTION, SHALL BE THE PURCHASER'S SOLE AND EXCLUSIVE REMEDY UNDER THIS WARRANTY. BROAN AND/OR NUTONE SHALL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH PRODUCT USE OR PERFORMANCE.** Some states do not allow the exclusion or limitations of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. This warranty supersedes all prior warranties.