

INTERACTIVE ORDER FORM



THREE EASY WAYS TO PLACE YOUR ORDER!

1. Online

Just visit our website online at www.fanaticfountains.com and click on the products tab. Browse our selection of products, add them to your shopping cart and you're on your way!

Please rename and save this interactive pdf order form with your last name as indicated in the filename before filling out and sending.

2. Via Email

Simply fill out the pdf form on your computer making sure to complete all your information correctly. Hit the submit via email button on the bottom of the form when done. Don't forget to print or save your document for your own records.

3. By Mail

Simply print and complete this document, making sure to sign the bottom of the form and mail to:

Fanatic Fountains, LLC
PO BOX 308
Columbiana, Ohio 44408

P.O. Box 308 Columbiana, OH 44408

Toll-Free: 1-866-251-6819 • Phone: 330-259-0290 • Fax: 330-259-0081

www.fanaticfountains.com



FANATIC FOUNTAINS, LLC
AGREEMENT - TERMS AND CONDITIONS OF SALE

1. Acceptance. Any order for the purchase of products from FANATIC FOUNTAINS, LLC ("Seller") shall be subject only to the terms and conditions set forth herein and to approval and acceptance by Seller. There are no understandings or agreements other than as set forth herein and on the face hereof, and no additions, deletions or modifications of these terms or any matter set forth on the face hereof proposed by Buyer in its printed forms or otherwise shall bind Seller unless accepted by Seller in writing, regardless of whether such other terms would materially alter the terms hereof. Any quotation issued by Seller is for informational purposes only, does not constitute an offer, expires thirty (30) days after its date and may be reinstated only by written confirmation by Seller. Stenographic and clerical errors are subject to correction.
2. Prices. Prices are FOB point of shipment unless otherwise indicated on the face hereof and are subject to change without notice at any time prior to Seller's acceptance of Buyer's order. Unless specifically otherwise set forth, prices do not include the cost of freight, which is prepaid for Buyer's account, or costs or charges for insurance or any applicable sales, use, transfer, excise or other taxes, tariffs, or custom duties, and Buyer will pay directly or be charged by Seller for all such costs and/or charges in addition to the price(s) of the products supplied hereunder. Seller shall have no responsibility for obtaining any insurance unless expressly requested by Buyer and approved by Seller.
3. Terms. Terms of payment, unless otherwise expressly agreed in writing, are net 30 days from invoice date, FOB point of shipment. All payments shall be made in United States dollars. Payment shall not prejudice claims on account of omissions or shortages in shipment, but no such claim will be allowed unless made within 96 hours after receipt of the applicable shipment by Buyer.
4. Credit and Remedies. If the Buyer fails to fulfill the terms of payment of any invoice or if the financial or business condition or responsibility of the Buyer shall become impaired or unsatisfactory to Seller, Seller reserves the right to suspend work on the order and/or withhold delivery of all or part of the products subject hereto, without prejudice to any other legal or equitable remedy, until past due payments are made and satisfactory assurance of payment is received. Buyer agrees to pay Seller the cost of collection of overdue invoices, including, without limitation, attorneys fees. Payment shall not prejudice claims on account of omissions or shortages in shipment, but no such claim will be allowed unless made within 96 hours after receipt of the applicable shipment by Buyer. Seller shall, in addition to the rights and remedies herein set forth, be entitled to all rights and remedies provided for in the Uniform Commercial Code and other applicable law as from time to time amended, and at equity. The remedies provided herein will be cumulative or in addition to any other remedies provided by law or in equity. Seller's waiver of a breach of any provision hereof, or failure at any time of Seller to enforce any provision of this contract, will not constitute a waiver of any other breach or provision hereof.
5. Delivery and Risk of Loss. Shipping dates are approximate only, and Seller is not responsible for delays or nonperformance resulting from (a) delays in receipt of final specifications or instructions from Buyer, (b) changes in specifications, (c) force majeure, including, without limitation, strikes, labor disturbances, material shortages, nonperformance by subcontractors or suppliers, or other abnormal manufacturing conditions, delays or failures of carriers or communications, fire, flood, storms, accident, riot, war and invasion, governmental requisitions or priorities, acts of God, or other cases beyond Seller's reasonable control. If delivery is delayed at the request of Buyer, or for any other reason beyond the control of Seller, the products shall nevertheless be deemed to have been delivered to Buyer as of the date of notice from Seller to Buyer that the products are available for delivery for purposes of determining the final price for the products and the time payment will be due. Products held by Seller for Buyer after the giving of such notice shall be held at the risk and expense of the Buyer. IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF A DELAY OR FAILURE TO DELIVER. Delivery to Buyer's designated carrier or to common carrier FOB point of shipment shall constitute delivery to Buyer.
6. Cancellation. Orders are not subject to cancellation or modification, in whole or in part, after Seller's acceptance, except with Seller's express written consent. Seller may require, as a condition to such consent, payment by Buyer to Seller an amount specified by Seller to compensate Seller for costs incurred and lost profits relating to the canceled order. If Buyer cancels an order after acceptance by Seller without Seller's express written consent, Buyer agrees to pay all costs incurred by Seller and to compensate Seller for any loss of profits that it may suffer in the event that Seller is unable to resell the products at the contract price. Customized material procured by Seller to fill Buyer's order will be sent to Buyer upon payment of cancellation charges.
7. Warranty and Disclaimers. Seller warrants that products supplied hereunder shall conform to applicable specifications at the time of delivery to Buyer as provided hereunder, and Seller agrees to cure any failure of any such products to conform to such warranty by repair, reprocessing, or replacement of the products or, at Seller's sole option, refunding any portion of the price of such nonconforming products that is paid to Seller, if written notice of non-conformity specifying all claimed nonconformities is given to Seller within 96 hours of receipt of product by Buyer. If Buyer gives any such notice, Buyer shall not move or change the condition of any products affected without Seller's prior written consent and shall fully cooperate with Seller in permitting Seller to inspect the product and, if Seller determines any product to be nonconforming, to effect cure of the nonconformity as directed by Seller. If Seller replaces or makes a refund with respect to any nonconforming product, Buyer shall release the product replaced or in respect of which any refund is made to Seller or its designee and provide reasonable assistance and facilities for reshipment, all without charge to Seller. Seller's liability on any claim arising out of this transaction or connected with the design, manufacture, sale, handling, transportation, possession, further manufacture, other use or resale of the products (including, without limitation, liability arising from breach of contract or negligence) shall in no event exceed reimbursement of the amount already paid on the purchase price. SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED. SELLER SHALL HAVE NO LIABILITY FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.
8. Inspection. Buyer agrees to inspect and accept or reject products delivered by or for Seller within 96 hours after delivery thereof to Buyer's facility, and all products delivered shall be conclusively deemed accepted and to conform to contract requirements unless rejection is made or specific objection or notice of nonconformity is given in writing within such 96-hour period.
9. Limitation of Actions. Any action for a breach of contract arising out of Seller's acceptance of Buyer's order or products supplied must be commenced within one (1) year after the cause of action has accrued.
10. Governing Law. The rights and obligations of the parties hereto and the construction and effect of any contract formed pursuant hereto shall be governed by the laws of the State of Ohio pursuant to this Agreement entered into at Youngstown, Ohio.
11. Indemnification. Buyer shall comply with and require its agents and employees to comply with all directions, safety notices, warnings and other instructions furnished by Seller, and shall use and require its agents and employees to use reasonable care in the installation and/or use of the products. If Buyer fails to observe the provisions of this section, or if any injury or damage is caused, in whole or in part, by Buyer's failure to comply with applicable federal, state or local safety requirements, Seller shall have no obligation to Buyer or any other person in respect thereof, and Buyer shall indemnify and hold Seller harmless against any claims, loss or expense for injury or damage arising directly or indirectly from any such failure. Seller specifically disclaims any and all liability arising out of the use of the products supplied hereunder.
12. Buyer's Duty to Report Complaints. Buyer shall immediately report to Seller, in full, any claim, demands, or complaint received by Buyer in regard to any products sold hereunder.
13. Assignability and Amendments. Buyer may not assign this Agreement without Seller's prior written consent. No amendment or other modification of this Agreement shall be effective without the express written consent by an authorized officer of Seller.

This Agreement entered into at Youngstown, Ohio this ____ day of _____, 20__.

SELLER: Fanatic Fountains, LLC

Signature: _____

BUYER:

Signature: _____