

Terms & Conditions

Prices—All previous prices are withdrawn. Prices shown are subject to change without notice and all orders will be accepted only on “**price-in-effect-at-time-of-shipment**” basis. All prices and agreements are contingent upon strikes, accidents and other causes unavoidable or beyond our control.

Taxes—In addition to the stated selling prices, the Buyer shall reimburse Fiat Products® for all applicable taxes, now or hereafter Levied upon the production, sale, use or shipment in connection with the material sold.

Acceptance/Order Approval—The acceptance, shipment and delivery of any order is subject to credit investigation and approval from Seller’s Credit Department. Seller reserves the right to withhold delivery or stop shipment in transit on accepted orders without any liability on seller’s part, if in seller’s opinion, Buyer’s ability to pay for the product per the selling terms and conditions is in doubt.

Contingencies—Delivery dates, if given, are based on conditions at that point in time. Delivery dates are contingent on the non-occurrence of fires, strikes, accidents, transportation. Delivery dates are contingent on the non-occurrence of fires, strikes, accidents, transportation delays and other uncontrollable causes. Seller will not be liable for back charges for late delivery under any circumstances.

ALL CHANGES, CANCELLATIONS, DELETIONS OR ADDITIONS NEED TO BE MADE IN WRITING, VIA LETTER OR FACSIMILE and addressed to Fiat Products® attn: Customer Service Manager 41 Cairns Rd. Mansfield, OH 44903. No telephone or oral changes will be accepted.

Delivery and Shipment of Material—Delivery to the initial carrier constitutes delivery to the buyer. Unless the freight terms indicate otherwise, seller’s responsibility ceases upon delivery to the initial carrier. Any visible shortages/damages must be noted on the freight bill and signed by the driver. DO NOT REFUSE DELIVERY if damage is discovered after processing. Claims for damage to or loss of material in transit should be filed immediately by buyer, direct with carrier.

Freight Terms—Shipments are F.O.B. Factory, or other designated shipping point determined by Fiat Products® unless otherwise indicated. **Any shipment or delivery dates quoted by Fiat Products® are estimated.** The Company shall be obligated to use reasonable efforts to meet such dates. **Fiat Products® will in no event be liable for any delays in delivery or failure to give notice of delay, or for any other failure to perform here-under due to causes beyond the reasonable control of the Company.** Such causes shall include, but not be limited to acts of God, the elements, acts or omissions of manufacturers or suppliers of the Products or parts thereof, acts or omissions of Buyer or civil and military authorities, fires, labor disputes or any other inability to obtain the Products, parts thereof, or necessary power, labor, materials or supplies. The Company will be entitled to refuse to make, or to delay any shipments of the Products if Buyer shall fail to pay when due any payment owed by it to the Company, whether under this or any other contract between the Company and Buyer.

Terms—Manufacturer’s liability ceases upon delivery of shipment to carrier. Shortages must be reported to Fiat Products® within 10 days of receipt of shipment. The Consignee is to file claim against carrier for all goods lost or damaged in transit. No goods shall be returned without permission from the manufacturer and are subject to a handling charge. No debit memos will be accepted. Goods proved to be defective will be replaced at our discretion, but no claims for damage incurred or work done thereon will be allowed.

Claims for Shortages—All claims for shortages of inaccurate filing of orders shall be made in writing within ten (10) days after buyer’s receipt of material.

Cancellation of Non-Standard Items—Cancellation or changes will not be accepted after production has begun on any non-standard stock item. This includes non-standard colors, specially drilled items and all fixtures having unusual features requiring extra supervision/labor during production.