

Terms and Conditions

Prices

1. Prices quoted for materials covered hereby are subject to adjustment by Amerimax Home Products, Inc. (hereinafter referred to as "Seller"), at its shipping points, and will be accepted only upon the conditions as shown in the paragraphs hereafter.
2. Price quoted, unless otherwise indicated, do not include sales, excise or other taxes payable on account of this transaction (except income tax) and such taxes now or hereafter levied applicable to this transaction shall be paid by Buyer.
3. All prices will be P.I.E., price in effect at time of shipment.

Product Availability

Certain products listed in this catalog are not offered at all of the Seller's locations. The product offering is subject to discretion of the Seller.

Freight Terms

1. Buyer's orders will be shipped freight collect from Seller's plant location unless orders are in excess of dollar values stipulated by Seller.
2. No freight costs will be paid by Seller for any Buyer's pickups.

Delivery And Shipment

1. Unless otherwise specified upon delivery of materials f.o.b. Seller's plant, all risk of loss, damage and other incidents of ownership shall immediately pass to Buyer. Bill of Lading or carrier delivery receipt must be signed if shipment is damaged or short.
2. Any routing specified by Buyer will be observed, but Seller shall not be liable for freight allowances, if any, other than that of most economical route. Freight allowances will be made in accordance with Seller's current published price list. Seller reserves the right at all times to control routing.

Payment

1. Standard payment terms of sale are Net 30 Days from date of invoice.
2. All invoices will be dated the day of shipment.
3. Remittance Address: Amerimax Home Products Inc., Dept. #3479, PO Box 2153, Birmingham, AL 35287-3479
4. Payment terms begin aging on the invoice date, not the day the invoice is received.

Delays

1. Seller shall not be liable for delay or failure in performance hereof arising from any cause not within Seller's control, including, but not limited to, accidents, breakdowns or mechanical failure of plant machinery or equipment arising from any cause whatsoever, strikes or other labor troubles; labor shortage, fire, flood, war acts of the public enemy, acts of God, priorities, allocations, limitations or other acts required or requested by Federal or local Governments; or failure of usual sources of supply of materials.

Standard Tolerances

Seller will produce and ship this order within Seller's limitations as to size, gauge, temper and quality, in accordance with the Seller's current pricing.

Limited Warranty

1. Seller warrants [to the original consumer purchaser] all materials sold hereunder to be free from defects in materials and workmanship at time of purchase. THIS WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING ANY WARRANTY THAT MATERIALS ARE SUITABLE FOR BUYER'S REQUIREMENTS OR SPECIAL USE AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OF PURPOSE. SOME STATES DO NOT ALLOW THE ABOVE LIMITATIONS ON THE APPLICABILITY OF AN IMPLIED WARRANTY, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN CONSIDERATION OF THIS WARRANTY, IT IS AGREED THAT SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU. This warranty also does not cover, and Seller hereby disclaims all liability for, any product which has been subject to abuse, alteration, modification, neglect, misuse, abnormal use, or to which parts, not supplied by Seller, have been added, or to defects caused by depreciation or normal wear. [This warranty applies only if Seller's materials are installed and maintained according to Seller's recommended practices and installation instructions.] The suitability of a product for an intended use shall be the sole responsibility of the user. Seller's liability shall in no event exceed the purchase price paid for product only. No person has the authority to change these terms and there are no warranties except as stated herein. Any claim on account of defective materials or for any other cause shall be deemed waived by Buyer unless written notice of such claims is received by Seller within sixty (60) days after date of receipt of materials by Buyer. Seller shall be given a reasonable opportunity to investigate all claims and no materials shall be returned to Seller until after inspection and approval by Seller and receipt by Buyer or written shipping instructions. Seller shall have the option of replacing or repairing any defective materials, refunding the purchase price, or granting a reasonable allowance on account of such defects, and Seller's liability and Buyer's remedies for defective materials shall be limited solely and exclusively as above. This warranty gives you specific legal rights and you may also have other legal rights which vary from state to state.
2. A 20% handling charge plus incurred freight will be made on all material returned without written authorization by Seller.
3. Some returns may be subject to a 20% restocking fee at the discretion of the Seller.

