

Eavestrough Specialties Inc

&

Copperworks

Terms & Conditions of Sale

The acknowledgment of your order is expressly conditioned on the acceptance by you as the buyer of the terms and conditions stated below. Copperworks (herein after “seller”) shall not be bound by any terms and conditions, whether in Buyers purchase order or other documents other than or at variance with sellers’ terms and condition of sale.

1) Payment Terms

1% - 10 days, net 30 days unless otherwise indicated. Cash discounts apply only to the sales value of the goods.

Transportation costs and other add on charges are excluded

2) MINIMUM ORDER: \$50 Pick Up and UPS Orders, \$500. Freight

All prices and shipment of goods below minimum order required by zone are F.O.B. shipping point of sellers warehouse as applicable. Additional transportation cost incurred at the buyer’s direction or resulting from the buyer’s request will be added to the invoice. Special additional destination charges of \$100 may be charged for the delivery to a destination other than our customers warehouse.

3) Title:

Subject to sellers right of stoppage in transit, title to all matters sold herein and risk of loss shall pass to buyer upon delivery to common carrier at shipping point. Material shipments on Copperworks trucks will transfer to the buyer at delivery point

4) Delivery:

Seller shall make every effort to deliver orders at the time requested but seller does not guarantee time of delivery. No delivery delay will be honored to support a charge-back or claim for loss or damage. In no event shall seller be liable for incidental, indirect, or consequential damages on account of any delay or failure in delivery. Each shipment will be made at buyers risk and seller shall have no liability for damage to the goods after delivery to the carrier.

- (a) **Shortages and /or damage must be determined at the time of receipt, reported to our driver and called into Copperworks customer service with 24 hours of delivery. Notification of shortages must be made on the delivery receipt and bill of lading. The signed copy of the delivery receipt with notation of claim signed by our driver must be returned to Copperworks**
- (b) Buyer must accept all shipments and file appropriate claims for shortages, damaged product and or loss of product shipped via common carrier. Buyer must also notify the seller of any problem related to delivery. When ordering via common carrier, freight waivers must be signed and faxed back to Copperworks for the order to begin the delivery process.
- (c) The buyer will incur all costs and responsibility for common carrier shipments that are refused. A buyer's failure to file a claim and / or refusal of shipment will prevent entry of additional orders and shipments

5) **Return Policy:**

- (a) Any return of product must be approved in writing by a representative of Copperworks within **30 days** of invoice. Product is not subject to return after 30 days.
- (b) The invoice number and date are required at the time of the request.
- (c) Returns must be in original packing and original condition and are subject to a 25% restocking charge.
- (d) Discontinued inventory is non refundable
- (e) custom architectural metal, colored snow guards and special orders are non-returnable.
- (f) Any claim for defective material against seller requires inspection by our sales or manufacturer representative prior to authorization for return.
- (g) All returns are F.O.B. our dock, at buyers expense.
- (h) All pickup orders will be returned to stock after 48 hours and a 25% restock charge may be assessed. Please notify your account manager on any order status change.

6) Packaging:

The seller will required additional charges for special packaging if required on copper footage, special lengths, or custom products. Any products that is not ordered in full carton quantities will be assessed special packing charges. The seller may restrict type or length of product sold to an area on prior shipping experience.

7) Pricing:

- (a) Footage item: gutter, downspout, v or w valley, drip edge, price per / ft
- (b) Accessories: price per piece, unless noted or full box
- (c) The seller reserves the right to change price, to add, discontinue or modify at its discretion without notice. Please call for current pricing.

6) Delivery Minimums:

Fright delivery minimums are determined by Customer Zone location and will be communicated to the customer at time of quotation or order. Free delivery is based on order value. Copperworks may exclude certain products from free delivery status or assess fuel surcharges if appropriate.