



## Terms & Conditions of Sale

**Order Acceptance:** Excalibur Extrusions, Inc. (hereinafter "Seller") reserves the right to accept or reject any order. Possession of a price list by Customer does not constitute an offer to sell.

**Credit Approval:** Customer credit approval is required prior to any shipments.

**Standard Terms:** Net 30 days on approved credit. No unauthorized deductions are allowed.

**List Price, Discount, Freight:** List Prices, discount, and freight are subject to change without notice. All prices are F. O B. seller's factory or authorized warehouse at Seller's discretion. Products listed hereon will be invoiced at price prevailing at time of shipment.

**Method of Shipment or Packaging:** Special packaging or handling, and any additional costs will be the responsibility of the Customer.

**Damage, Loss, or Shortage Claims:** Shipping errors must be made to the Seller within 20 days of receipt of order. Common carriers require access to inspect original packaging, in order to process damage or loss claims. It is the duty of the consignee, or party in possession, to retain damaged merchandise and shipping container without disposing thereof, until the investigation of the claim has been concluded. The consignee should inspect the freight for damage and record any obvious damage on the delivery record. Be as specific as possible in describing the damage and avoid general terms such as "cartons damaged".

**Delivery:** Customer is advised that delivery dates are estimated or schedules are based at the time of quotation and that Seller will devote its best efforts to meet schedules. However, the Seller assumes no liability for additional cost or damages resulting from late deliveries.

**Returns:** No returned products will be accepted without an RGA number provided by the Seller. Products arriving to Seller without an RGA number will be returned to the Customer/Distributor, freight collect. All product(s) being returned must be freight prepaid to Seller for inspection. There will be a 20% restocking charge of the net of the invoice. An additional 15% will be charged to all products if repackaging is required. Please have Purchase Order number and/or Invoice number available.

**Seller will not accept:**

1. Products that have been invoiced for more than 1 year.
2. Products that are dirty or damaged and unsuited for sale.
3. Special order products, non-stock or obsolete material cannot be canceled or returned.

### WARRANTY

**All Excalibur Products are guaranteed against defects resulting from faulty workmanship or material for one year from the date of delivery provided that the products are installed, used and/or adjusted only in strict accordance with the appropriate guidelines. If any such product is found to be defective by reason of faulty workmanship or materials, upon written notice and return of the product, the defective product will be re-supplied by Excalibur free of charge, including shipping charges for the re-supplied products. Claims for labor costs and other expenses required to re-supply such defective product or to repair any damage resulting from the use thereof will not be allowed by Excalibur. Excalibur's liability is limited to the price paid for the defective product. Excalibur shall not be bound by any warranty other than the above set forth unless such warranty shall be in writing. No returned product will be accepted without prior written authorization.**