



All Weather **Terms & Conditions**

QUOTATIONS We will do our best to meet the project requirements. All quotes are based upon the information provided to us at the time the quote is prepared. Please contact your inside sales representative with any changes. Changes to the quote may affect the pricing and could affect lead time. All Weather will guarantee quotes for 30 days unless otherwise noted.

ORDERING PROCEDURE Orders will be accepted in written form via eMail, fax, or mail. We do not accept orders over the phone. All orders will be acknowledged via fax or e-mail. Please allow a few days to process orders. Please confirm that all details are correct on the order acknowledgment. The order acknowledgment is considered a binding document.

MINIMUM ORDER CHARGE All Weather has a minimum order charge of \$75.00

CHANGES AND CANCELLATIONS Changes made within 24 hours of the order being placed are not subject to a charge associated with the change. However, changes made after the first 24 hours are subject to a \$75.00 charge plus the cost of any irrecoverable raw materials or labor utilized. Cancellations made after order processing has begun are subject to a \$75.00 charge plus the cost of irrecoverable raw materials and labor utilized.

CREDIT All orders are subject to terms and conditions on file with All Weather. Depending on your credit terms, pre-lien information and joint check agreement may be required.

TERMS OF PAYMENT Standard terms are Net 30 days from date of invoice on approved credit, unless stated otherwise. Material deposit may be required. As a reminder, statements are mailed on the first working day of the month. Past due accounts are subject to credit hold and/or C.O.D. terms. A service charge of 1 1/2% per month, or 18% per annum, or the legal limit set by local law, will be added to the unpaid balance after 30 days. In the event legal action is taken to collect a past due amount, the buyer agrees to pay all collection costs and attorney fees.

DEPOSITS Painted and custom anodized projects require a 30% deposit. All orders over \$30,000 require a material deposit of 30-50% at time of purchase order. Accounts that are established as COD or pre-paid require a 50% payment at the time of order. As product ships, the deposit will be prorated and applied to each invoice. **To negotiate project specific deposit terms, please contact our accounting department.**

PROJECT WORK As a supplier our terms and conditions agreement is with you, as our Customer, not the Contractor. Although we may extend our payment terms on a job account where a 20 day preliminary notice has been filed, finance charges will still apply. Should payment be made on a job account within sixty (60) days of an invoice, we may waive the finance charges. If no job account was set up, the finance charges are due and payable if payment is not received within our standard credit terms. Under NO circumstances is it to be assumed that All Weather agrees to be paid when the Contractor pays you. You are still responsible to pay within our terms. The only time All Weather agrees to be paid when a Contractor pays is if a Joint Check Agreement was executed prior to the ship date. However should the Contractor refuse to pay jointly within ninety (90) days from the date of the invoice, it is your responsibility to pay the balance due immediately.

CLAIMS All claims must be made within 5 days of receipt of merchandise. Any claims made are subject to the limitations specified in All Weather's Warranty.

BACK CHARGES All Weather sells only to licensed and professional dealers. We conscientiously adhere to this policy because, while it benefits our customers, it also serves to limit our exposure and liability to the end user of our product. In this regard, All Weather will not accept any contract or purchase order containing penalties from performance. The maximum extent of our liability is the value of our merchandise. It is not our policy to honor or accept any BACK CHARGES.

NFRC CERTIFICATION All Weather has simulated and/or certified our window and door products through NFRC. All windows & doors can be labeled or have an NFRC label certificate issued. All Weather needs to be made aware of labeling requirements during the quoting stage. Please contact your inside sales representative for further information or simulations.

SHOP DRAWINGS Shop drawings are not included in the quote. If required, we can provide shop drawings for an additional cost.

LEAD TIMES All lead times will start once we receive FINAL SIZES, signed documentation, and deposit (if required). Lead times vary depending on the size and scope of the project. Please contact your sales associate to confirm the lead time for your order.

PRODUCT USE & INSTALLATION All Weather is not responsible for the placement of our products in regards to local, state and federal codes. The owner, architect and glazing contractor are responsible for selecting the proper product to ensure all codes, building and safety codes are met. Refer to project specific shop drawings, AAMA approved installation methods and All Weather installation guidelines for installation instruction. It is the glazing contractor's responsibility to ensure acceptable industry practices and proper installation techniques are used.

SHIPPING Product is shipped on All Weather delivery trucks. We will do our best to accommodate job site deliveries; additional charges may apply. Job sites must be truck accessible and have proper offloading equipment. A minimum \$300 redelivery fee will be applied when the job site is deemed inaccessible, unsafe, or if product cannot be offloaded. Shipments outside of our normal routes are subject to additional shipping and/or crating charges and may be shipped FOB (Freight On Buyer) Vacaville, CA.

Please plan to receive product according to our agreed upon delivery schedule as All Weather does not offer on-site storage. A minimum of 48 hours advanced notice must be given when rescheduling. Rescheduling with less than 48 hours notice will incur a \$300 handling fee.

WARRANTY Please see our standard warranty. Extended warranties must be known during the quoting stage to ensure product is manufactured accordingly.

MODIFICATIONS Please note that All Weather Terms & Conditions are binding and cannot be modified. All Weather Terms & Conditions supersede any terms and conditions provided by customers. Acceptance of an order by the All Weather sales staff does not imply consent of customer terms. All Weather sales agents are not authorized to accept external terms/conditions.

All Weather reserves the right to revise terms & conditions at any time without notice.