# AREA FOUR INDUSTRIES

Policies



## **CREDIT POLICY:**

It is the policy of AREA FOUR INDUSTRIES AMERICA, INC (*herein after referred to as "AREA FOUR"*) that payment be received with the order unless other arrangements have been made, such as cash on delivery. Credit will only be extended to those clients who have successfully completed a credit application, signed purchase agreement, or otherwise established credit with AREA FOUR. Down payments may be required from customers (*including those with credit approval*) for custom products or other situations that require special raw material purchases or engineering. In such cases the ordering of materials and fabrication will not proceed until payment or a letter of credit has been received.

#### SHIPPING POLICY:

All shipments are "Freight On Board" at geographic location where order is placed and shall be in good order upon release to the carrier. All claims for damage or loss in transit must be filed by the consignee against the carrier. All freight should be checked for quantity against bill provided by the carrier. Inspect shipments by removing all packaging and checking the truss for damage to chords, internals, or to the end of tubes before signing carrier's receipt. Damage noted on freight bill will enable consignee to file a claim against the carrier. Any transport insurance is the responsibility of the purchaser. AREA FOUR will not be held responsible or liable for damage, loss, or delay in transit.

### **PRODUCT GUARANTEE:**

AREA FOUR guarantees its products will be free from defects in workmanship and materials at the time of purchase and that providing the purchaser follows the manufacturer's guidelines for use, the product will be guaranteed for a period of one year form the date of shipment to perform according to the published specifications of the product. AREA FOUR is not responsible for damage to product in transit, nor in cases where load specifications were exceeded or where guidelines for usage were not followed.

Except as expressly stated and warranted herein: (i) AREA FOUR disclaims any other warranties, whether express or implied, including any warranty of merchantability or fitness for a specific purpose; (ii) unless project engineer reports are included, AREA FOUR has made no affirmations of fact or promise relating to the goods being sold that has become the basis of this bargain, or that has created or amounted to an express warranty that the goods would conform to any such affirmation or promise; (iii) this warranty extends exclusively to the original purchases of the warranted goods and subsequent purchasers are not covered by this warranty; (iv) this warranty does not apply to a part which the buyer misuses, damages, improperly maintains, repairs or replaces with a part not of AREA FOUR's manufacture; and (v) except for its duty to repair or replace defective parts, AREA FOUR shall not be liable for any consequential or incidental damages resulting from a defective part. AREA FOUR reserves the right to change materials or design, when, in our opinion, such changes will improve the product. This warranty is performed in the geographic location where the originating order was placed and all obligations, rights, and duties of buyer and AREA FOUR shall be goverened by the laws of that same geographic location.

#### **RETURN POLICY:**

Prior to returning any item purchased from AREA FOUR, a customer must first contact AREA FOUR to obtain a Returned Materials Authorization number (RMA #). Returned goods without prior authorization will not be accepted. AREA FOUR will not generally pay the cost of return freight, and reserves the right to refuse return shipments where the freight has not been prepaid by the returning party. Powder coated items, custom items, and certain large orders cannot be cancelled, nor returned once order is placed.

