

**Payment.** Payment is required upfront for any buyers not yet set up with a credit account through Rocky Mountain Snow Guards, Inc. (RMSG) Payments are accepted in the form of check, cash or credit card. For buyers set up as a credit holder through RMSG, payment is due in net terms as described on invoice. RMSG reserves the right to change credit terms or revoke credit to any customer at its sole discretion.

**90-Day Return Policy.** Product must be in its original packaging and in resalable condition. Standard snow guards in standard colors can be returned for a refund less a 20% restock charge. Powder-coated snow fence components and custom power-coated snow guards are subject to a 40% restock charge. Fasteners and custom-fabricated parts are not eligible for a refund. Customers are responsible for the cost of shipping the product back to RMSG and must repackage and repalletize the product for shipping.

**Standard Snow Guards and Colors:**

RG 7, RG10 and RG16 in Dark Bronze, Harbor Gray, and Black.

RGTile in Dark Bronze and Harbor Gray.

ST 6, ST 9, ST 11, ST 16R, ST 18, ST Tile “hook” and ST Tile “barb” - Dark Bronze, Liberty Gray and copper.

Yeti 6, Yeti 9, Yeti 11 and Yeti 18 in Dark Bronze.

**Shipping.** Products will be shipped in the most cost-effective way to buyers. All shipping costs including freight re-consignment fees will be billed to buyer at actual cost. Risk of loss shall pass to the buyer upon delivery to the carrier. Seller is not responsible for any delays in delivery caused by carrier. Missing or damaged items must be reported within 48 hours of receipt of delivery.

**Governing law and Jurisdiction.** This agreement shall be governed by and construed in accordance with Colorado Law. Any disputes shall be resolved in the court of law of Arapahoe County, Colorado. Buyer submits to personal jurisdiction in Colorado and agrees that Colorado court will have exclusive jurisdiction over disputed manner and terms laid forth in this document between buyer and seller constitute the sole contract.

**Terms & Conditions of Layout & Design:**

The purchaser is responsible for correct installation of the snow retention system. RMSG provides snow retention plans based on specific project factors as supplied to RMSG by the purchaser. RMSG is not responsible for system failure if information provided by the purchaser does not accurately reflect job factors.

**Rocky Mountain Snow Guards, Inc. 50 Year Warranty**

Rocky Mountain Snow Guards, Inc. (RMSG) manufactures and distributes only the highest grade of snow retention devices. Our products are designed to withstand the harshest elements and perform for the lifetime of the roof without damage or structural deterioration. RMSG warrants our metal snow retention products for 50 years from date of purchase against defects in material and workmanship, including rust or other degradation of the metal itself which results in structural product failure. This warranty is not extended to the installation of the product (including labor), or other materials used in the installation process. Coatings applied to snow guards are not covered against deterioration although RMSG uses only the highest grade of exterior coatings on its products. When installed in accordance with our installation instructions and job specific snow retention plan, RMSG products are warranted against damage from snow and ice movement on the roof. RMSG products are not warranted against damage from rooftop traffic, roof maintenance, or other acts of God, including, but not limited to wind and hail. Under warranty, RMSG will replace RMSG products determined to be defective or damaged by rooftop snow and ice when installed in accordance with RMSG installation instructions and a job specific layout diagram. Labor to remove and replace damaged snow guards is not covered. Labor and materials to repair or replace roofing or other damaged building components is specifically excluded from this warranty.

Rocky Mountain Snow Guards, Inc. will not be responsible for any damages (life or property) greater than the original purchase price of the RMSG products used on the project. Snow guard layouts provided by RMSG are intended to limit the probability of catastrophic releases of snow and ice from the roof surface above the lowest point of snow retention. Ice and snow that accumulates on the roof below the snow retention layout is not part of the RMSG snow retention system and is not intended to be held in place by the RMSG snow retention layout. In addition, certain conditions may exist where snow slides or tumbles past RMSG devices and falls off the roof even when devices are installed in the accordance with a job specific snow retention plan. These conditions may include slushy-wet snows, snow accumulation in excess of design and load criteria and snow slides off of steeper slopes where snow slides over the top, or under the bottom rail of the snow retention devices. No snow retention product or plan is warranted by RMSG to keep all snow and ice on the roof. On steeper roofs, snow and ice will slide or tumble off of the roof in small to medium size blocks. In addition, RMSG cannot design an effective snow retention system on lower roof areas where upper roof areas shed snow onto the lower roof area.

To file a warranty claim, please call 877-414-7606 or to register your project, email [info@rockymountainsnowguards.com](mailto:info@rockymountainsnowguards.com) .