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## Terms and Conditions of Sale

- 1. Payment.** Payment is required up front for any buyers not yet set up with a credit account through Rocky Mountain Snow Guards. Payment accepted in the form of check, cash, or credit card. For buyers set up as credit holders through Rocky Mountain Snow Guards, payment is due in net terms as described on invoice. If amount is past due and collection efforts are required, Buyer is responsible for all incurred costs associated with collections. Seller may require that delinquent buyer provide up to a 75% up front deposit on all future orders if delinquency is frequent or severe, after payment is received on delinquent account. Seller has right to refuse sale to anyone it deems a credit risk and can withdraw buyer credit when they deem necessary.
- 2. Returns. Stock products-** This includes only products which are regularly stocked by RMSG and are in stock colors (does NOT include custom and/or special order, see below). Products may be returned in full box quantities within 90 days of purchase for a credit to contractors/distributors and in certain cases, a refund check will be issued. A 20% restock fee will be assessed at time of refund. **Special/Custom Orders-** No returns will be accepted. This includes any typically non-stocked and custom fabricated item or any painted/powder coated items.
- 3. Shipping.** Products will be shipped in most cost effective way to buyer. All shipping cost, including multiple shipments 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.
- 4. Warranty.** Rocky Mountain Snow Guards, Inc. 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 deterioration from rusting or other degradation. Rocky Mountain Snow Guards, Inc. warrants our metal snow retention products for **50 years** from date of purchase against defects in material and workmanship, and rust or other degradation of the metal itself. Polycarbonate snow guards are warranted for 5 years for material and workmanship defects. Raw steel snow retention devices (intended to rust) are excluded from the degradation part of the warranty but retain the 50 year material and workmanship portion of the warranty. This warranty is not extended to the installation of the product (including labor) or other materials used in installation process. Coatings applied to snow guards are not covered against deterioration although Rocky Mountain Snow Guards, Inc. uses only Kynar coated aluminum and the highest grade of exterior grade powder coatings. When installed in accordance with our installation instructions and job specific layout diagram, Rocky Mountain Snow Guards, Inc. products are warranted against damage from snow and ice movement on the roof. Rocky Mountain Snow Guards, Inc. 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 this warranty, Rocky Mountain Snow Guards, Inc. will replace RMSG products determined to be defective or damaged by rooftop snow and ice when installed in accordance with Rocky Mountain Snow Guards, Inc. 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 Rocky Mountain Snow Guards, Inc. products used on the project. Snow guard layouts provided by Rocky Mountain Snow Guards, Inc. 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 Rocky Mountain Snow Guards snow retention system and is not intended to be held in place by the Rocky Mountain Snow Guards, Inc. snow retention layout. In addition, certain conditions may exist where snow works it's way past Rocky Mountain Snow Guards, Inc. devices and falls off the roof over a period of time. These conditions may include slushy-wet snows, snow accumulation in excess of design and load criteria and snow slides off of extreme slopes where snow slides over the top of the snow retention devices. In addition, Rocky Mountain Snow Guards cannot design a snow retention system on lower roof areas where upper roof areas shed snow onto the lower roof area.
- 5. 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 Eagle 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.