

Cal Am Manufacturing



STANDARD TERMS: Our Standard terms are Net 30 days. Accounts are considered delinquent after thirty (30) days. Accounts past due 60 days will be placed on hold.

PRICES: All orders are subject to prices in effect at time of shipment and are subject to change without notice.

FREIGHT: All **Cal Am Manufacturing** products are shipped Freight pre-paid and added to invoice unless otherwise noted.

CLAIMS: Shipments received by common carrier must be inspected upon delivery for damages, shortages or losses. Claims must be filed with delivering carrier by the purchaser and noted on carrier's Bill of Lading. All claims against manufacturer must be made in writing within 10 days of shipment for shortages, and within 30 days for defects. If defects or shortages are not reported within their respective time frames, order will be deemed correct.

RETURNS: Returns are only accepted with written authorization (RMA) from the manufacturer. A copy of the authorization or RMA Number must accompany the return. Returns are subject to a 20% restocking, and freight must be prepaid. Special items are not returnable unless special terms are negotiated and a written agreement is provided with the return.

FORCE MAJEURE: Seller shall not be held liable for any delay in making a delivery beyond the seller's control, such as, but not limited to, Fires, accidents, production, raw materials, or other acts of nature.

SPECIAL ORDER ITEMS AND TERMS: Special non-catalog, and special production run items are available upon request. Special order items cannot be canceled once production has begun, nor can they be returned unless they have received prior approval.

WARRANTY: Cal Am Manufacturing warrants all new **Cal Am** products against defects resulting from faulty workmanship or materials for a period of one (1) year from the date of original purchase.

Cal Am will replace or repair at its option any product established to be so defective with a product of like size and type.

This warranty is effective only for the benefit of the original purchaser (and user) and only if returns and claims procedures are followed.

Claims for labor costs and other charges resulting from the use of **Cal Am** products are not covered by this warranty.

After product is replaced or repaired, product will be shipped back to the purchaser, freight pre-paid.

This warranty only applies to products that are not altered or damaged or used beyond their intended use. This warranty is in lieu of all other warranties expressed or implied of merchantability or fitness for a particular purpose which would otherwise extend beyond the warranties specified herein. This warranty specifically excludes incidental or consequential damages of any kind. However, some states do not allow exclusion or limitation of implied warranties or incidental or consequential damages, so the above limitation may not apply to you.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Cal Am Manufacturing shall not be held liable for any consequential, incidental or other damages included, but not limited to, cost of removal, reinstallation, in connection with any defective product. Warranty is valid for one year from date of purchase.