



GENERAL TERMS AND CONDITIONS

1. PAINT VARIANCES.

- 1.1 **GALVALUME PLUS:** The Galvalume Plus® coating is subject to variances in spangle from coil to coil which may result in noticeable shade variation in installed panels. The Galvalume Plus® coating is also subject to differential weathering after panel installation. Panels may appear to be different shades due to this weathering characteristic. If a consistent appearance is required, Royal recommends that pre-painted panels be used in lieu of Galvalume Plus®. Shade variation in panels manufactured from Galvalume Plus® coated material do not diminish the structural integrity of the product. These shade variations should be anticipated and are not a cause for rejection. Installation of material constitutes acceptance.
- 1.2 **STRUCTURAL PAINT:** Structural paint is intended as a primer and is not intended to provide the uniformity of appearance of a finish coat or provide extended protection if subjected to prolonged exposure. If immediate erection of steel is not possible, materials must be protected from exposure to atmospheric and/or environmental conditions that may be detrimental to paint performance. Primer coat transit abrasions and/or scratching during loading and unloading and erection is to be expected. Rusting or abrasions on structural members is not subject to customer rejection or claim.

2. **FORCE MAJEURE.** Royal shall not be liable to buyer or to any third parties for delay(s) resulting from causes or events beyond Royal's reasonable control including, but not limited to, weather events or other acts of God, strikes, transportation delay or difficulty, or inability to obtain or scarcity of labor or raw materials, or delayed direct shipment of materials by third parties. In the event of any delay caused by any such cause or event, the completion and/or delivery date(s) shall be postponed for a period of time equal to the time required to remedy, correct, or alleviate such cause or event.

3. CANCELLATION OF ORDERS/RETURNS.

- 3.1 **CANCELLATIONS:** All order cancellation requests must be approved.
- 3.2 **RETURNS:** Any material manufactured, fabricated, or cut is not subject to return or refund. Roll up doors, sectional doors, walk doors/frames, ridge vents, and windows are not eligible for return after sale. Any item(s) approved for return must be in the original packaging and must be in new condition. Items in torn packages, unwrapped, or have been exposed to the elements will not be approved for return. Approved returns of material or approved cancelled orders which were originally paid by credit card, will be subject to a 3% charge. In addition, approved returned items will be subject to a 10% restocking charge. Returned checks for payment will incur a \$35 charge.

4. LOADING.

- 4.1 **LOADING OF MATERIAL ON CUSTOMER VEHICLES/TRAILERS:** Loading of products on trucks and trailers may cause scratching or slight cosmetic damage to trucks or trailers depending on the load position, weight, loading process, or type of steel/products being loaded. Royal cannot guarantee scratch free loading onto a customer's truck or trailer. Royal will not be responsible for any damage to a customer's vehicle / trailer if said vehicle/trailer is unsuitable for the products to be loaded onto, if products loaded exceed the weight capacity of the truck/trailer, or products exceed the length of the trailer. If customer requests products be loaded on top of other products already on truck/trailer, Royal will not be responsible for damage to the other products due to loading efforts and/or weight/size of items being loaded. Royal reserves the right to refuse to load a truck/trailer if doing so presents a clear hazard to our employees or equipment, or if it could cause a perceived hazard to the general public while being transported. It is solely the customer's responsibility for the choice of truck/trailer for the material to be loaded on as well as the customer's responsibility to ensure the truck/trailer can be operated safely with the loaded materials. The customer is responsible for the load securement on his or her truck/trailer.
- 4.2 **LOADING OF ROLL UP DOORS:** Roll up doors are packaged and loaded with care to minimize transit damage. Small dents or dings as well as light paint damage due to wear and tear in transit are classified as normal and therefore not an approved reason to return or refusal of delivery. Touch up paint is available. A common occurrence with rolling door products, under normal usage of such products, is the wearing away of the painted surface of the curtain. This condition occurs as the result of the curtain repeatedly coiling upon itself, and then repeatedly uncoiling, upon the opening and closing of a rolling door. This is not covered under the warranty. It is the buyer's responsibility to inspect door upon arrival. Visible damages other than those listed above need to be reported immediately. If the buyer sees physical damage to the carton, he or she must show it to the loader/delivery person and ask permission to open and inspect the package before signing for it. If the buyer notices damage to the item inside the carton, he or she should not accept it. Royal is not responsible for any damage or missing items once the buyer has accepted delivery.

5. **LEAD TIMES.** Lead times to fabricate products can vary, and lead times stated should be considered approximate. Royal will not be responsible for any costs associated with customer construction cost incurred while waiting for fabricated materials to be made.
6. **PRICING.** Pricing on quotes is valid as per the expiration date on the quote itself. Generally speaking, our quotes are valid for seven (7) days, unless market conditions require us to change the number of days our quotes are valid. Please consult your quotation for the validity. If a customer requires a longer time period to hold pricing valid, this request must be made at the time of the quotation. Pricing is subject to change at any time. Royal does not guarantee pricing on products that are not in stock at the time of order. Customers may place orders for products which are currently on order, but the pricing on these product is subject to change.
7. **THIRD-PARTY FABRICATION.** Field fabricated structures using Royal's structural products have NOT been designed and engineered by Royal Metal Building Components to meet any building code specifications, nor meet or withstand any specific loads. Quotations for materials used or fabricated by others are estimates of material costs only.
8. **ABANDONMENT.** Completed fabricated orders which have not been picked up after 30 days will be deemed abandoned and subject to disposal. No credit will be issued on abandoned orders.

- 9. Take-Off Of Material.** It is the customer's responsibility to provide material lists for material to be purchased. Royal personnel will aid customers in developing material lists based on input from the customer. Customer has the final say regarding any material purchased, this includes quantities, type of material, color of material and any other choice regarding the materials being purchased. If issues arise with the choices made for the purchase, Royal bears no responsibility for the issues.
- 10. Delivery of Material.** On certain occasions, Royal will transport purchased material to customer's location via Royal's trucks. Delivery is scheduled by Royal. There are no guaranteed delivery times or dates. Unloading of material by Royal at customer's location is at the discretion of the driver. The driver will be the sole person in making the decision as to whether or not it is safe for him to unload the material. If the driver chooses not to unload the material due to safety issues or any other issues it is the customer's responsibility to unload the material. Royal personnel will unload material off the truck utilizing piggyback forklift or crane when possible. Any material unloaded by Royal personnel will only be placed in an area near the trailer. Royal personnel is not responsible for moving material beyond the area around the trailer. If material is returned to the Royal plant due to not being able to unload, the customer will be charged a restocking fee and the customer will have to pick up the material at Royal. On other occasions, Royal will contract with contract carriers to deliver material. Royal's customer is responsible for unloading material, which is delivered by contract carriers. Royal will schedule delivery time with the customer and driver. As mentioned earlier, Royal does not guarantee delivery times. Customer must be ready to unload material as soon as the contract carrier arrives to the delivery site. If customer is not ready to unload when contract carrier arrives, the carrier has a right to charge the customer demurrage. Regardless of delivery mode, customer is responsible for receiving material and verifying count and merchandise received against delivery paperwork. Any shortages, discrepancies, and/or damaged material must be rectified immediately. No claims can be made once material has been delivered and driver has left the delivery address.
- 11. Erection and Installation Work.** Royal Metal Building Components, Inc. is not responsible for any aspect of erection, installation and/or fabrication of metal building components, metal roofing, metal buildings or any other material Royal sells. When requested by the customer, Royal personnel may give customers contact information for installers/erectors/fabricators to perform said work for a customer. Royal Metal Building Components, Inc. is not responsible for the performance of these individuals/companies in performing the requested work by the customer. All dealings between customer and installers/erectors/fabricators is the responsibility of the customer at all times. Customer is expected to do his/her due diligence in selecting a person/company to perform the needed work.
- 12. Payment for Components/Steel/Buildings.** All sales are cash at point of sale, unless prior arrangements have been made. All fabricated material require payment in advance of production. All Pre-Engineered Building Sales require a contract specified down payment at time of contract signing. The balance due on the contract is due upon notification the building is ready for pick up or shipment. If for some unforeseen reason the customer cannot take delivery of said building when notified, customer could be held liable for additional storage, handling, and delivery fees over and above the contract amount.