

# ABS - Architectural Components

8401 Rovana Cir. Sacramento CA. 95828

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Phone Main: (916) 388-2161

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## ABS-AC ARCHITECTURAL COMPONENTS GENERAL TERMS & CONDITIONS

### A. LIMITED WARRANTY

ABS - Architectural Components, a California Corporation (hereafter called "ABS - AC") warrants to the original purchaser that its pre-finished interior aluminum door frames and window frames will be free from defects in material and workmanship for a period of one (1) year from the date of purchase.

This warranty is applicable only when the products covered by it:

1. Have been installed for interior application only.
2. Have been installed in accordance with ABS - AC recommended installation instructions.
3. Have been accorded treatment considered to be good practice in the building industry with regards to maintenance, handling and storage.
4. Have been subjected to normal, interior use.

This warranty does not apply to finish or accessories of any product not manufactured by or under the direct control of ABS - AC, nor any product that have been mishandled or abused.

Any and all implied warranties applicable hereto are limited to one (1) year from the date of purchase. All ABS - AC manufactured products or any other parts covered by this warranty that upon inspection by an authorized ABS - AC representative have been found to be defective will at the option of ABS - AC either repaired or replaced, or given a refund of the purchase price for defective frame or component part. Liability is strictly limited to repair, replacement or refund and specifically does not include labor, installation cost or indirect or consequential damages of any nature.

### B. CREDIT

No credit will be extended by ABS - Architectural Components (hereafter called the Seller) unless the Buyer's credit has been approved and is satisfactory at the time of shipment. The Seller reserves the right, at any time, to revoke credit extended to the Buyer because of Buyer's failure to pay for goods when due or any other reason deemed sufficient by the Seller

### C. TERMS

Net thirty (30) days payable upon receipt of invoice (providing all credit requirements have been satisfied).

### D. LATE PAYMENT

Unless expressly provided for by ABS - Architectural Components. (hereafter called the Seller) all payments are net thirty (30) days upon receipt of invoice. Seller may at any time require payment in advance or satisfactory security that invoices will be paid when due, if in Seller's judgment the same becomes necessary. All orders are subject to credit approval and to acceptance by Seller. If payment is not paid when due, 1 1/2% per month interest will be charged thereon from the due date until paid in full.

### E. BACK CHARGES, CLAIMS, DEFECTIVE MATERIALS

Back charges from the Buyer are not acceptable and will not be honored by ABS - AC. (hereafter called the Seller). All claims must be submitted to the Seller within ten (10) days after receipt of shipment. The Seller shall have exclusive right to select final remedy for defective material which will be expressly limited to the repair, replacement or repayment of the original purchase price paid by the Buyer upon return of the material to the Seller.

### F. DELAYS IN SHIPPING

ABS - Architectural Components (hereafter called ABS - AC) shall use its best effort to ship goods ordered by the Buyer on scheduled shipping dates. ABS - AC shall not be liable to Buyer for damages for late shipments nor shall the validity of this agreement be affected by Force Majeure meaning: acts of God, fire, war, civil unrest, strikes, shortages of material, casualties or any other conditions beyond the control of ABS - AC.

If the Buyer elects to delay shipment of goods later than original shipping date, ABS - AC may invoice the Buyer on original shipping date and Buyer shall agree to pay as if goods were shipped on time. Buyer also agrees to pay reasonable storage charges in event of delayed shipping.

### G. DESIGN RESPONSIBILITY

ABS - Architectural Components (hereafter called the Seller) retains the right to change or modify its products without prior notice. The product illustrations used in the Sellers catalogs are for identification only and may not represent size or proportions by comparison. Buyer agrees to indemnify Seller and hold us harmless against any loss resulting from infringement, litigation, patents or copyrights.

TERMS AND CONDITIONS

accord

DETAIL:



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