

1.1.2019

TERMS & CONDITIONS OF SALE

1. Pricing

Due to the volatility in the materials marketplace, Kalyn Siebert reserves the right to adjust pricing on this order prior to production. This page, together with the specifications set forth in the quotation referenced above and the Terms & Conditions of Sale constitute the entire agreement between parties with respect to the subject matter hereof.

2. Customer Pickup & Invoicing

In the case of a Customer pickup, Customer agrees to pick up the unit within two (2) calendar days following completion. If after the two (2) calendar days the Customer has not picked up the unit(s), Customer requests Kalyn Siebert to deliver the unit(s) to the Customer at an off-site storage area and authorizes Kalyn Siebert to store the unit(s) until the unit(s) is picked up by the Customer. Kalyn Siebert will invoice the unit(s) per this signed order at the earliest of either the time of pick up or two (2) calendar days following completion. Normal billing and credit terms apply. The above applies to the original order plus any units that are added to the order per the customer's request.

3. Title & Risk of Loss

Risk of ownership, which includes passage of title; custodial risks; insurability and physical loss of or damage to the Equipment (including damage from weather or other acts of God); shall pass from the manufacturer to Purchaser upon invoicing of the Equipment. Purchaser shall be responsible for all expenses for the shipment or delivery of the Equipment and shall reimburse any such expenses incurred or paid by Seller. Seller may provide Purchaser with an expected Completion Date but any such date is an estimate only and is subject to adjustment as a result of a delay by Purchaser in providing Seller with information necessary for final engineering, a change in the specifications for the Equipment, defaults or delays of suppliers and sub-contractors, labor difficulty, fire, flood, unavailability of material, act of God, civil disorder, war or other causes. Seller shall not be responsible for loss, damage, delay or nonperformance resulting from causes beyond its or Manufacturer's control, including acts of God, supplier or equipment failures, accidents, labor strife, fire, flood or other casualty.

4. Warranty

Five (5) year limited prorated warranty on main beams, three (3) year prorated warranty on paint, one (1) year limited warranty on fabricated parts. Standard warranty applies with information listed on warranty statement.

ENGINEERED TO PERFORM
BUILT TO LAST.