

Terms and Conditions

WARRANTY

What Does This Warranty Cover?

This warranty covers any defects in materials or workmanship under normal use and service.

How Long Does the Coverage Last?

This warranty lasts as long as you own the Utility Metals product. The painted finish of the product will be considered defective in material or workmanship only if there is substantial deterioration in the form of blistering, cracking or peeling within the first five years from the date of shipment.

What Will Utility Metals Do?

Any goods found to be defective, upon examination by Utility Metals, shall be repaired or replaced without charge within the continental United States.

What Does This Warranty Not Cover?

Utility Metals will not be responsible under this warranty for any product failures that result from improper installation, overloading, accidents, acts of nature, improper storage, exposure to hazardous substances, alterations, modifications or negligence of the purchaser or end user. This warranty does not cover the labor required to remove and/or reinstall the original or replacement parts, nor does it cover the cost to ship the replacement parts or the cost to return ship the original parts. The painted finish is not warranted against fading or chalking due to normal aging. All export taxes, fees and duties occurring from warranty shipments beyond the continental United States will be the customer's responsibility.

How Do You Get Service?

To be eligible for service under this warranty, you must register for your lifetime warranty within 12 months of purchasing the Utility Metals product. You can register online at www.utilitymetals.com/contact-us. To contact Utility Metals about a defect in material or workmanship, please call 1-800-627-8276. The above warranties are given in lieu of all other warranties expressed or implied, including without limitations, the warranty of merchantability and the warranty of suitability for a particular purpose. It is expressly agreed that Utility Metals assumes no liability for liquidated damages arising out of a breach of contract, including any warranties arising there from, and buyer's remedy shall be limited to repair, or replacement of defective parts as described above. Utility Metals warrant the items purchased from other manufacturers only to the extent of the normal warrants of these manufacturers.

QUOTATIONS

Prices quoted are subject to receipt and acceptance of order within 30 days of the date of the quotation unless otherwise noted on quote.

ORDERS

All orders, including any change orders, must include a written purchase order within 24 hours of request.

TAXES

Utility Metals reserves the right to add sales tax, or any other tax, which may be imposed on our products, as required by law. All shipments into the state of Kentucky will carry the current state sales tax unless a resale certificate of the state of Kentucky is on file at Utility Metals.

TERMS OF PAYMENT

Payment terms are net 30 days to established customers. New customers must furnish credit references before credit can be issued. A credit line will be based on credit reference information received by Utility Metals.

CANCELLATIONS

Written consent from Utility Metals must be obtained prior to the cancellation on any order. Cancellation charges may apply.

RETURNED GOODS

Prior written authorization from Utility Metals must be obtained before credit on returned goods will be given. Returns shall be subject to restocking charge and must be returned to Utility Metals freight "prepaid." Mad-to-order items are non-returnable.

RESTOCKING

Subject to a 25-50% restocking charge of the total selling price, depending on the product, Utility Metals will accept returned product for credit or exchange subject to the following conditions:

1. The return product is Utility Metals standard stock and returned with prior approval.
2. Utility Metals reserves the right to refuse acceptance of returned product which is not in an "as new" condition or which has been altered or modified to meet buyer's special requirements. Utility Metals reserves the right to refuse the return of product which may cause excessively high inventories.
3. Material returned to Utility Metals for restocking will be at the buyer's expense and risk.

LOSS OR DAMAGE IN TRANSIT

Utility Metals shall not be liable for loss or damage in transit. The following steps must be taken to ensure proper handling of loss or damage claim.

1. Products received freight prepaid must be checked against the packing list to ensure all items were delivered. In case of shortages, note on the carrier's paperwork, "Shipments Received Short." If shortage is not discovered upon receipt, in order to report loss in transit to the carrier, Utility Metals must be notified of shortage within 24 hours of receipt to ensure a claim for loss

can be filed. Shortages reported later than 24 hours of receipt carry no guarantee of replacement/credit.

2. Products received freight prepaid must be checked for damage upon receipt. IN the case of damage observed upon delivery, note on the carrier's paperwork, "Received with Damage." Contact Utility Metals immediately. In the case of concealed damage within 24 hours may result in loss of repair costs/replacement of product.
3. Products received freight collect must be checked for damage upon receipt. IN case of damage observed upon delivery, note on carrier's paperwork "Received with Damage." Utility Metals will not be responsible for any damage or loss of collect shipments. Freight claims rest solely with the consignee.

DELIVERIES

Delivery dates are estimated dates only, unless otherwise specified. Delivery dates are estimated from the date of receipt by Utility Metals of purchase order, complete technical data and approval drawings.

In estimating such dates, no allowance will be made, nor shall we be liable directly or indirectly, for delays of carriers or delays from labor difficulties, shortages, strikes or stoppages of any sort, fires, accidents, failure or delay in obtaining materials or manufacturing facilities, acts of government affecting us directly or indirectly, bad weather or any causes beyond our control or causes designated as Acts of God or forces of nature by any court of law. The estimated delivery dates shall be extended accordingly. We will not be liable for any damages or penalties, whatsoever, whether direct, indirect, special or consequential, resulting from our failure to perform or delay in performing unless otherwise agreed in writing by an authorized officer of Utility Metals.

For special designs and/or applications not shown in our catalogs, please consult Utility Metals.