



## Garmire IronWorks, Inc.

5620-48th Drive N.E. • Marysville, WA 98270  
(360) 651-1001 • Fax (360) 651-1002 • garmireironworks@frontier.com

### ORDER TERMS AND CONDITIONS:

**Order Acceptance:** Orders will be accepted only after the product price and delivery on the purchase order are in agreement with the quotation and there are no extenuating contractual conditions. If drawings are required for approval, the order is not accepted and manufacturing will not begin until these drawings have been signed off as approved by all interested parties and returned to Garmire IronWorks, Inc.

**Verbal Orders:** No verbal orders will be accepted.

**Order Specifications:** Orders for merchandise built to purchaser's specifications or design will be accepted only when accompanied by a signed approval or signed drawings from the purchaser. Such orders are non-cancelable. The purchaser (including any contractor, distributor, wholesaler, representing agency or end user) is responsible for inspection of the preliminary product design and inspection of the manufactured product for its compliance to the specifications. If the product does not conform to the specifications, Garmire IronWorks, Inc. must be notified of non-conformance within (1) week of arrival on site. Failure to comply with these terms voids any express or implied warranty of the product.

**Order Cancellation:** The written consent of Garmire IronWorks, Inc. must be obtained prior to cancellation of any order. In the event an order is canceled before completion, the customer is responsible for all material purchased for the order and any work in progress on the order. Depending on quantity level reached the customer may also be back charged for units already shipped if minimum quantities have not been reached.

**Late Charges:** Garmire IronWorks, Inc. will not be responsible to the customer for any late charges, penalties, assessments or liquidated damages whatsoever arising from its manufacture or delivery of the purchased product.

### RESTOCKING

Returned goods must be returned to us with a letter of permission, transportation prepaid, and the product must be in good condition. Orders that are built to customer requirements or are not Garmire IronWorks, Inc. standard products are not returnable. Restocking charges are equal to 50% of the invoiced amount on Garmire IronWorks, Inc. standard products.

### PAYMENT:

Invoicing is done the day of shipment with payment due in 30 days. 45 days is considered past due and a service charge of 1% per month will be assessed.

### SHIPPING:

Standard Garmire IronWorks, Inc. practices for protecting merchandise during transit will be followed on all domestic shipments. **The customer will assume charges for special services such as cartage, air freight, express, parcel post, and multiple deliveries on one order.**

**Delivery:** Seller's responsibility for full delivery of material ends upon receipt of signed bill of lading. Customer is responsible for inspecting the shipment before signing the bill.

**Shortage or Damage Claim:** In the case of shortage or damage, purchaser should notify the carrier at once and file a complaint. Claims for shortage of parts by Garmire IronWorks, Inc. must be made within 10 days of receipt of shipment at destination. When Merchandise is lost or delayed in shipment, Garmire IronWorks, Inc. will not be responsible for expenses incurred in securing replacement merchandise from another source.

### WARRANT

See Garmire IronWorks, Inc. Product Warranty Document



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**WARRANTY:**

Garmire IronWorks, Inc. warrants its products sold (collectively "Products" or individually a "Product") to be free from defects in material and workmanship for a period of one (1) year starting from the date of shipment by Garmire IronWorks, Inc.

By way of illustration and not limitation, the following, are not covered by Garmire IronWorks, Inc. under this warranty:

- Electrical Equipment and/or installation including, but not limited to, wiring by contractors, connections by contractors, fuses, junction box, ballasts, lamps, bulbs, tubes and fixtures.
- Handling, Storage, Installation and/or damage during installation.
- Vandalism or abuse.
- Repairs, modifications or alterations not performed by Garmire IronWorks, Inc.
- Severe weather conditions or events such as, but not limited to, hurricanes, tornados, lightningstrikes, hail, earth-quakes or other acts of God.
- Normal wear and tear, aging or weathering.
- Anchor bolts not supplied by Garmire IronWorks, Inc. The customer assumes all responsibility for the structural integrity of the foundation and anchorage of the pole.
- Fatigue caused by the unpredictable phenomenon of harmonic vibration.

The exclusive remedy and Garmire IronWorks, Inc. entire obligation under this warranty shall be, at Garmire IronWorks, Inc. option, (i) to repair or replace the Product, which is defective in materials or workmanship, or (ii) to refund the purchase price for such Product. Garmire IronWorks, Inc. shall not be liable for special, indirect, incidental or consequential damages of any kind. The foregoing warranty is exclusive and in lieu of all other warranties whether written, oral, expressed, or implied including, but not limited to, any warranty of merchantability or fitness for a particular purpose, which warranties are specifically excluded. Garmire IronWorks, Inc. obligations under this warranty are further conditioned upon the customer providing, upon request and without cost to Garmire IronWorks, Inc., the following:

- Maintenance records with respect to alleged defective Products.
- Access to alleged defective Products.
- System test data as requested.
- Demonstration to the reasonable satisfaction of Garmire IronWorks, Inc. that qualified and competent contractors, typically engaged in Product installation, assembled and erected any alleged defective Products.

**QUOTATIONS**

Prices quoted are subject to receipt and acceptance of order within 30 days of the quotation. The corporate office of Garmire IronWorks, Inc., is the final authority issuing all quotations and bids and the acceptance of all contracts and orders.