

## TERMS AND CONDITIONS

**ALL SALES, QUOTES, OR ORDERS PLACED ON OR AFTER October 1, 2021 ARE SUBJECT TO THE BELOW TERMS AND CONDITIONS.**

### **1. ORDER CANCELLATION AND RETURN POLICY**

Due to the fact that most orders are produced in less than an hour, the ability to cancel or modify orders once they have been placed is not guaranteed. Every order is unique and is produced to the exact specifications provided by the customer. Due to this factor, all sales are final, non-refundable, and non-exchangeable.

### **2. VERBAL ORDERS**

Verbal orders are accepted over the phone and at our office. Please note that your verbal order may be recorded to ensure accuracy. All order specifications, items, quantities, lengths, amounts, panel types, gauges, colors, etc. are to be provided by the customer and not based upon any comment or suggestion from a representative of Echols Metal. Written orders via mail, fax, email, or hand delivery is the preferred method of ordering.

### **3. PRICING**

We strive to maintain low and consistent pricing that you can rely on. Occasionally there are market factors beyond our control and as such, all pricing is subject to change without notice.

### **4. SALES TAX**

All orders are subject to city and state sales tax unless a current state sales tax exemption certificate is provided prior to placing your order.

### **5. PAYMENT TERMS**

- All orders must be paid in full before leaving our warehouse.
- Some orders must be paid in full before production.
- Cash, credit cards, and debit cards are accepted as payment.
- Checks are accepted as payment. ID may be required for acceptance of check as payment. A service charge will apply for all NSF checks returned to us.
- Recurring billing or credit accounts are not available.

### **6. ORDER ACCURACY**

We have multiple systems in place to help us ensure that your order is 100% accurate every time. If you feel there is a discrepancy in your order, we must be notified within 48 hours of the order leaving our warehouse. After this 48-hour period, the customer assumes all responsibility for any errors in accuracy. To ensure accuracy, all order specifications, items, quantities, lengths, amounts, panel types, gauges, colors, etc. are to be provided by the customer and not based upon any comment or suggestion from a representative of Echols Metal.

### **7. BUILDING CODES AND PERMITS**

Customer assumes all responsibility for ensuring that the work they are to perform with their order meets all city, county, state, and federal guidelines or codes and that all required permits are obtained.

### **8. TRANSPORTATION OF ORDERS**

Customer is responsible for securing their order to their vehicle before leaving our warehouse. Customer assumes all responsibility for any loss or damage due to the transportation or failure to secure their order properly.

### **9. WARRANTIES**

Echols Metal does not imply, offer, or back any warranties on any products that are or could be sold to the customer. Echols Metal does sell to the customer various products with warranties that are provided and backed by the manufacturer, fabricator, coating provider, or wholesaler of said products.

In the event that the customer feels the product they have purchased is in defect of warranty, Echols Metal will make every reasonable effort to help the customer pursue a warranty claim with the appropriate warranty provider. However, proof that the product in question was purchased from Echols Metal is required to initiate such a process and a warranty claim.

It is the sole responsibility of the customer to provide proof of purchase that the products in questions were purchased from Echols Metal.

### **10. IMPORTANT INFORMATION REGARDING METAL PANELS AND ACCESSORIES**

#### **A) ACRYLIC COATED GALVALUME DISCLAIMER**

Uniform visual appearance of acrylic-coated galvalume panels, flat sheets, or trim items cannot be guaranteed. Non-uniform surface appearance may occur over time. Such variations do not inhibit the corrosion resistance, life expectancy, usefulness or the manufacturers warranty of the product.

There is no industry standard or capability to guarantee for the consistent cosmetic appearance of unpainted steel coils. There are too many uncontrollable manufacturing variables to guarantee consistent spangle shape, size or color. As stated earlier, this in no way degrades the useful life, corrosion resistance or warranty of the product and is not reason for rejection.

When ordering for projects that require acrylic-coated galvalume products it is recommended to place the entire order at one time. Placing the entire order at one time greatly increases the possibilities that all of the items on the order will come from the same master coil batch. Echols Metal assumes no responsibility for the possible variations in uniform cosmetic visual appearance of acrylic coated galvalume products.

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### B) METALLIC AND TEXTURED COATINGS

Although unlikely, the uniform visual appearance of panels, flat sheets, or trim items painted with a metallic or textured coating cannot be guaranteed. Metallic coatings include the color Copper Penny. Textured coatings include the colors in the entire line of Sherwin Williams WeatherXL Crinkle Finish products. The chemical composition of these coatings does not allow the completely accurate color matching from batch to batch that is normally available with regular Vaspar WeatherXL SMP coatings.

Also, be aware that these types of paint coatings can result in the metal panels having a directional view. Viewing the panels from one direction might have a slightly different hue than if the panels are viewed from the opposite direction. It is important to ensure that during installation, all panels are installed on the structure with the same directional point-of-view.

When ordering for projects that require these types of coatings it is recommended to place the entire order at one time. Placing the entire order at one time greatly increases the possibilities that all of the items on the order will come from the same master coil and paint batch. Echols Metal assumes no responsibility for the uniform visual appearance of panels, flat sheets, or trim items with a metallic or textured coating that are not produced from the same master coil or paint batch.

### C) PROTECTIVE FILM ON SNAP LOCK METAL PANELS

During the production of Snap Lock metal roofing panels, a clear adhesive film may be applied to the exposed upper female rib. This clear adhesive film is intended to help prevent possible minor surface scratches to the painted surface of the panel that could possibly occur if there is any shifting of the material during shipping to the job site. This clear adhesive film is intended to be removed prior to installation of the Snap Lock panels.

If this clear adhesive film is not removed and is left on the Snap Lock panels while being exposed to direct sunlight or extreme heat for an extended period of time the bond of the adhesive to the panel will increase and become extremely difficult to remove. Customer assumes all responsibility for the correct storage of Snap Lock panels and for properly removing the clear adhesive film from the Snap Lock panels.

While every effort is made to apply this clear adhesive film to every Snap Lock panel, the coating composition and texture of Snap Lock panels coated with Sherwin Williams WeatherXL Crinkle Finish paint does not allow the clear adhesive film to bond sufficiently to the Snap Lock panel surface and the clear adhesive film may become unadhered to the panel. The clear adhesive film becoming unadhered may occur during production of the panel, packaging of the panel, or during transportation of the panel to the job site. If the clear adhesive film becomes unadhered to the surface of the panel there is a possibility of seeing minor surface scratches on Snap Lock panels coated with a Sherwin Williams WeatherXL Crinkle Finish paint. Customer assumes all risk for potential surface scratches on Snap Lock panels coated with a Sherwin Williams WeatherXL Crinkle Finish paint.

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### D) OIL CANNING

Oil canning defined is the actual waviness in the flat areas of metal panels. In general, this phenomenon is more noticeable in panels that have a wide flat area with no roll-formed ribs present. Oil canning is an inherent condition in the production, fabrication, and installation of light gauge cold-formed metal panels and accessories. Oil canning can result from stress induced or redistributed during the coils production at the mill, when the coil is slit, when the coil is fabricated into panels, during installation, or during seasonal shifts in temperature. Due to the uncontrollable factors that can lead to oil canning, Echols Metal assumes no responsibility for any actions taken in response to an oil canning condition in metal panels.

### E) PRESSURE MOTTLING

Pressure mottling is the presence of an inconsistent gloss pattern that can occur in painted metal panels, flat sheets and trim items. Pressure mottling is a flattening of the gloss component of the top paint coat which can appear as horizontal stripes or as a random pattern on the panel face. Pressure mottling is most noticeable in darker low gloss colors.

Pressure mottling is a normal anomaly that can occur when the steel coil is painted at the coating mill. The extreme tension and weight that occurs very quickly after the coil is coated and then packaged for shipping can result in a suppression of the gloss components in the top coat.

Pressure mottling is not a product defect and will dissipate over time and is thus not a reason for rejection. The paint gloss top coating will recover within a few days after installation and exposure to sunlight and warm temperatures.

### F) PRESSURE TREATED LUMBER

Placing metal panels in direct contact with pressure-treated lumber should be avoided to prevent potential corrosion. The chemicals used that give the lumber the ability to withstand outdoor conditions can cause premature degradation of the metal panels integrity. Efforts should be taken to isolate the metal panels from the pressure treated lumber. Stainless steel screws should be used when securing the metal panels to pressure treated lumber to avoid corrosion and degradation of the fastener. Installing metal panels in direct contact with pressure-treated lumber could void any and all warranties.

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### G) STORAGE PROCEDURES

If storing metal panels, flat sheets, and trim items before installation is a necessity, every effort should be made to store the items indoors in a dry environment. The best storage procedure is to stand the metal panels on end against an interior wall and to fan out the bottom to provide positive air circulation and moisture run-off. If panels must be stored stacked, store the bundle elevated on wooden dunnage in an inclined position. Also, break the shipping bands to allow the bundle to expand.

Metal panels should never be stored anywhere they are in contact with moisture and should be stored outdoors only when absolutely necessary. Store the panels on wooden dunnage in an inclined position elevated above the ground and away from any possible source of moisture. Plastic sheeting or tarps should not be used to cover the metal panels because they do not allow for proper ventilation. A canvas cover may be used if it does not allow moisture to be trapped.

If the above precautions are not taken and moisture is allowed to accumulate and be trapped in the metal panels, superficial staining may occur. If moisture remains in the panel bundle for an extended period failure of the paint system and corrosion of the metal panels is possible.

Failure to comply with the above recommendations immediately voids any and all warranties available from any manufacture for the metal panels, flat sheets, or trim items.

### H) INSTALLATION PRODUCED SHAVINGS

The use of some installation tools and methods can result in hot metal particles or shavings becoming present on the surface of the metal panels. These hot metal particles can burn the paint surface and result in the unsightly appearance of a rust looking stain on the metal panel. Extreme care should be taken during installation to make sure that any type of metal shavings are brushed off of the panel surface upon completion. Also, to prevent possible damage to the finish of the metal panel it is advised to only cut metal panels on the ground and not while on the roof. Cosmetic damage to metal panels caused by failure to clean off installation shavings is not covered under and may void any warranties.

### I) HANDLING METAL PANELS

Metal panels, flat sheets, and trim items have extremely sharp edges and should be handled using extreme caution and care. Wear gloves when handling and safety glasses when cutting or drilling metal panels. Do not attempt to walk on metal panels that do not have a solid decking that is capable of handling weight. Do not attempt to walk on metal panels that are not attached securely to the building or structures. Check all city, county, state, and federal building and work safety codes before handling metal panels.

## 10. MISCELLANEOUS

A) This contract shall be governed by and construed in accordance with the laws of the state of Alabama.