



## Freight Damaged Instructions

USA Coils & Air's freight terms are **F.O.B Factory**. This means as soon as your product leaves our dock, you are responsible for whatever happens to it on its way to you. If a problem arises, damages/loss, etc. USA will get involved and assist you providing the following steps are adhered to.

PLEASE NOTE: USA Coil & Air, Inc. will file freight claims for their customers strictly as a courtesy but are not legally responsible to do so. All claims are strictly the responsibility of the consignee.

### Delivery:

- Truck drivers are always in a hurry – do not let them rush you.
- Inspect your crate/box/carton for damage upon receipt.
- Don't sign anything until you do so.

### Take the time to look for:

- Indentations in boxes
- Protruding nails in crates
- Forklift damage to wood
- Does it look like it has been dropped?

### If the Freight is Damaged – Please do the Following

1. If damage is excessive and/or you feel the equipment will require manufacturers repair please REFUSE shipment.
2. If accepting shipment, sign and make sure to note the damage on the driver's delivery receipt.  
IMPORTANT: If the words "DAMAGED" are not written on the delivery receipt, USA Coil & Air, Inc. will not be responsible for the repair costs, as we cannot file a damage claim with the carrier.
3. Take PHOTOS
4. Do not move the damaged piece from the area in which it was received. Do not discard any packaging, even if it is falling/fell off.
5. Call USA Coil & Air immediately. (800) 872-2645



## Terms & Conditions

TC - 10/2020

**PRICES, SHIPPING, & TAXES:** All price quotes are valid for thirty (30) days from Seller's offer. Shipping times are approximate based on fabrication release date and production schedule. All applicable taxes are to be paid by Buyer.

**TERMS:** Terms of payment are strictly net thirty (30) days unless otherwise agreed in writing by Seller prior to order execution or shipment. Interest may be added on any order unpaid after 30 days, at the rate of 18% per annum from date of shipment.

**PURCHASE ORDERS:** Seller requires Buyer's purchase order; however, Seller's terms shall control in the event of any conflict with any Buyer document and no term of any Buyer document not agreed to here or elsewhere in writing by Seller's authorized representatives shall be binding upon Seller.

**SHIPPING SCHEDULES & INFORMATION:** Shipping schedules are based on estimated production time available, normal five work-day week, excluding weekends, holidays, carrier origin, pick-up time, and travel to destination time. All items are F.O.B. shipping origin location. Damage or delayed shipment claims shall be filed against the carrier by the Buyer or documented destination party. Seller to choose the carrier unless otherwise instructed by the Buyer.

**CHOICE OF LAW; DISPUTES:** This agreement and the performance of the parties hereunder shall be construed in accordance with and governed by the laws of the Commonwealth of Pennsylvania and shall be deemed made in that State. Venue for any proceeding hereunder shall be only in State or Federal Court nearest to the Seller's main office. Buyer agrees to personal jurisdiction therein and to service of process by regular mail at its main business address, as well as otherwise allowed by court rules. Buyer will be responsible to court costs and legal fees in cases of nonpayment.

**CANCELLATIONS:** Purchase orders cannot be canceled except by written consent of the Seller. If Seller consents to same, all expenses incurred by the Seller as a result of such cancellation shall be reimbursed prior to acceptance of cancellation.

**ORDER ACKNOWLEDGEMENT:** Order acknowledgments by Seller are provided based on Seller's interpretation of the purchase documents and specifications. Where applicable, submission drawings, performance data, and documents will be provided upon Buyer's request for approval and record purposes; and such submission drawings, performance data, and documents shall constitute Buyer's acceptance of all equipment and accessories as complying with purchase order and specifications.

**PRODUCT CHANGES & DELAYS:** In the interest of product improvement and service, Seller reserves the right to change materials, design, and fabrication methods without incurring obligation. Seller shall not be liable for any delays beyond its control, such as those caused by riots, strikes, fire, floods, lack of transportation, or accidents.



## USA Coil & Air Standard Material & Workmanship 1 Year Warranty

WARR-B 10/2020

### **Basic Warranty – Material & Workmanship**

Seller warrants, to the original buyer only, that any equipment manufactured by it will be free of defects in material and workmanship, under normal use and service, for one year from date of shipment. Seller's obligation under this warranty shall be strictly and exclusively limited to repairing or replacing parts and materials, free of charge, F.O.B. our plant, which, in seller's judgment are defective, or at Seller's option, refunding the purchase price in which event no other monies shall be due Buyer under any legal theory.

Buyer shall be responsible for all labor costs incurred in connection with such repair or replacement at installation site.

Buyer shall be responsible for all costs in removing, packing, and shipping defective equipment back to Seller.

Seller cannot control the environment or the way the equipment is used; therefore, this warranty does not cover corrosion of equipment during use, or deterioration caused by conditions of use, or that applications of finishes supplied by others is sufficient, or that finishes applied are suitable for the Buyer's environment. The USA Coil & Air basic warranty does not cover any problems associated with 3rd party coil coatings. A separate warranty is issued with all coated coils.

Not covered under this warranty (but not limited to) are systematic conditions like freeze damage, holes in tubes due to excess vibration or stress, corrosion, freight or installation damage, or equipment being used outside its performance, pressure, or temperature guidelines in any way.

Any claim that is in dispute, the Seller has the right to select a metallurgical or vibration specialist and that analysis and report will be the determining factor of the customer's claim.

Seller assumes no responsibility for reimbursing repair or replacement expenses incurred without its prior written authorization.

### **Disclaimer of Warranties & Limitation of Remedies**

Seller makes no other warranties, expressed or implied with regard to goods and services provided by Seller other than those set forth herein. Any implied warranty of merchantability or fitness for a particular purpose of Buyer which exceeds the foregoing warranty is hereby disclaimed by Seller.

Seller will not be liable for any direct or indirect consequential or incidental damages, losses, or expenses, including, but not limited to; commercial losses, business interruptions, or damages resulting to property other than that which is the subject of the sales transaction, nor shall Seller be liable for any personal injuries arising in connection with the sale, resale, or operation of its goods or inability of the Buyer to use the goods of Seller for any reason whatsoever.

Limitation of remedy here stated shall apply to ALL warranties arising out of the sale here subject. It is understood between parties that damage to the contents of the product herein vended, ineffectiveness of that product or other unintended consequences may result because of many factors including the manner of use of application of the product, all of which are beyond the control of the Seller. All such risks shall be assumed by the Buyer. The maximum aggregate liability of Seller to Buyer for all claims, in contract, tort, or otherwise, arising from or relating to the goods and/or services provided hereunder shall not exceed the total amount of monies paid to Seller under this Agreement..

Seller will not be liable for the infringement of any patents by the Buyer's use of any materials delivered herein. No promise, representation or affirmation of fact, written or oral, of the Seller or its agent or employees, other than as stated herein, shall constitute a warranty of Seller or give rise of any liability or other obligation of Seller, unless specifically agreed to in writing by Seller.