

## **TERMS AND PROVISIONS GOVERNING THE PURCHASE AND SALE OF GOODS**

Upon request, MARCO PLASTICS, LLC. will endeavor to furnish such technical advice as it has available in reference to the use of its products by Buyer. It is expressly understood that any technical advice furnished by MARCO PLASTICS, LLC. with reference to the use of its products is given gratis, and MARCO PLASTICS, LLC. assumes no obligation or liability for the advice given or results obtained, all such advice being given and accepted at the Buyer's risk.

MARCO PLASTICS, LLC. will not pay for re-installation or fabrication expenses or any other direct or indirect loss which may result from product failure, improper storage, neglect or misapplication of the product. If you have received a defective product, MARCO PLASTICS, LLC. is, at its discretion, obliged to replace all the defective material FOB. Houston, TX; Colorado Springs, CO; or Bensenville, IL (whichever branch the material was shipped from) or to reimburse the price to the buyer.

If goods ordered are a non-stock item, it is deemed a 'special order' by MARCO PLASTICS, LLC. If a 'special order' needs to be cancelled after the order has been placed and confirmed, but not yet received, there will be a cancellation charge that the Buyer will be responsible for. All custom sized skylights are non-refundable.

Purchasers are responsible for inspecting all goods upon arrival and notifying MARCO PLASTICS, LLC immediately of any discrepancies with this order. Failure to give notice of discrepancies in writing within 7 business days from date of delivery shall constitute a waiver by buyer of all claims in respect to such goods. The remedy hereby provided shall be the exclusive and sole remedy of the buyer, and right of the buyer to consequential damages is excluded. No claim will be allowed unless approved by an authorized representative of MARCO PLASTICS, LLC. Goods shall not be returned to MARCO PLASTICS, LLC. without a Return Authorization Number from an authorized representative of MARCO PLASTICS, LLC. All goods returned shall be packaged to prevent subsequent damage.

### **CARRIER IS RESPONSIBLE FOR DAMAGE IN TRANSIT!**

Goods shipped by MARCO PLASTICS, LLC. were delivered to the carrier in good condition. Responsibility for safe delivery passes to the carrier when material leaves the dock of MARCO PLASTICS, LLC. All shipments are packed with care using standard approved packaging methods.

If goods are picked up at MARCO PLASTICS, LLC. by the Buyer, the Buyer is to inspect the material at the time of sale. The buyer assumes responsibility for the goods upon signing for and receiving the goods.

If goods are delivered to the Buyer by a freight carrier, the Buyer is to inspect the material upon receipt of goods. The buyer assumes responsibility for the goods upon signing for and receiving the goods as a clear delivery.

If material sustains damage in transit, **please obtain carriers written admission of damage before the carrier leaves the Buyers facility.** If concealed damage is discovered after the carrier leaves, please contact the local carrier and request an inspection IMMEDIATELY. Once the material has been inspected, buyer will have to proceed with filing a claim. MARCO PLASTICS, LLC. is not responsible for filing a claim for concealed damage.

- A. If you received damaged goods and the shipment was made under your account number, third party or collect, it is your responsibility to submit a claim and settle that claim with the carrier. MARCO PLASTICS, LLC. does not assume any responsibility for damage incurred when shipment is made under another shipper account or number.
- B. If you receive damaged goods and freight was prepaid and or added to your invoices, please follow these steps to insure proper credit to you:
  1. Notify MARCO PLASTICS, LLC. immediately (877.619.4143)  
DO NOT return damaged goods to MARCO PLASTICS, LLC without authorization.  
DO NOT return goods that have not been inspected by UPS or the truck line. MARCO PLASTICS, LLC will notify the carrier and start the claim for you.
  2. Hold original carton and merchandise for the inspector.
  3. If a replacement order is needed, please contact MARCO PLASTICS, LLC immediately. MARCO PLASTICS, LLC will not automatically re-ship a shipment until authorized by the Buyer.

MARCO PLASTICS, LLC. is willing to assist you in every possible manner, but please be aware that if you fail to follow the above procedure for prepaid shipments, your claim may not be honored by the freight carrier or MARCO PLASTICS, LLC

**SHORTAGE:** Please be sure to count the number of skids, cartons, pieces or skylights and check the packing list immediately. Secure a shortage notation if the number of items you receive is less than shown on the carrier's freight bill.

### **Warranty Information**

Every MARCO PLASTICS, LLC Skylite is thoroughly inspected before leaving the factory. It is warranted to the original purchaser for a period of two years from the date of shipment against defects in material and workmanship. The warranty is voided if any alterations are made to the product structure. MARCO PLASTICS, LLC reserves the right to visually inspect the product and its installation. If the product is deemed defective, MARCO PLASTICS, LLC reserves the right to replace or repair the unit at its option. In no event shall MARCO PLASTICS, LLC be liable for any indirect, incidental or consequential damages resulting from the use of these products. This warranty does NOT apply where: 1) Repairs have been made to the skylight without permission of MARCO PLASTICS, LLC 2) "Popping" of the skylites occur. All skylites expand and contract during the day. In rare cases very loud popping may occur and we will work with the customer to resolve the problem immediately.