

TERMS & CONDITIONS

JANUARY 01, 2012

Unless other-wise agreed in writing, all proposals, quotation and sales are made upon the following TERMS AND CONDITIONS.

No modifications, changes, additions, deletions, or suspensions will be binding upon **ROMCO SALES CO. LLC (ROMCO)**. Any order accepted by **ROMCO** are conditioned upon the following **TERMS AND CONDITIONS**:

PRICES:

Prices listed in any catalogues and webpage(s) are effective on date of the price page and supersedes all previous price lists. All prices (except otherwise noted) are list prices, and are subject to discounts in effect when orders are received. **ALL PRICES AND/OR DISCOUNTS ARE SUBJECT TO CHANGE WITHOUT NOTICE.** Quotations for specific jobs made in writing shall be valid for thirty (30) days. Prices do not include any inbound freight on non-stock items.

TAXES:

Taxes or other government charges upon the manufacture, sale or shipment of materials, shall be added to the price of any charges, unless an appropriate exemption form, properly completed, is on file with **ROMCO**.

TERMS OF PAYMENT:

All payments are in full (C.O.D.) certified funds only upon delivery. All payments, including deposits on custom orders, to be certified funds only. Credit accounts and business checks acceptance are available upon approval of CREDIT APPLICATION or CHECK ACCEPTANCE FORM. **ROMCO** reserves the right to revoke either Credit or Check acceptance at **ROMCO'S** discretion.

OPEN ACCOUNTS:

Open accounts and acceptance of business checks shall be extended to firms upon approval of credit application. Open account terms: **NET 30 DAYS** from date of invoice. No discounts allowed.

PAST DUE ACCOUNTS:

Any account who has outstanding invoices unpaid more than **30 days** beyond date of invoice, shall be considered PAST DUE. Any invoice that is past due shall be subject to a MONTHLY SERVICE CHARGE OF **1-1/2%** per month (**18% per year**). When an order is received from a customer whose account is past due, **ROMCO** may hold the said order, without prior notification, until account becomes current. **ROMCO** may, at its discretion, retain an attorney, collection agency, or other outside firm for the collection of past due accounts. **Customer shall be liable for any and all collection costs, including, but not limited to: Attorney fees, collection cost, court costs, and service charges.**

LIENS:

If **ROMCO** has to place a valid lien on a customer's job for any reason, customer agrees to a lien charge of **\$750.00**. Any renewal of lien will also be billed at **\$750.00**.

RETURNED CHECKS:

Any check presented to **ROMCO**, that is returned unpaid from the customer's bank, will cause the customer to be liable for a Forty (\$40.00) Dollar NET handling charge. Said charge shall be in addition to monies due **ROMCO**, and shall be added to customer's account. In addition, customer's credit standing and terms of payment with **ROMCO**, will be subject to review.

CUSTOM ORDERS:

A non-refundable deposit shall be required on all custom and factory orders. Deposits are to be **50%** of the sale price. Said deposits shall be in accordance with the terms of payments. All orders must be accepted and received by the customer within thirty (30) days of completion of order. Any order not received by the customer within said period, shall be considered cancelled, and deposit shall be forfeited. If, for any reason, a customer cannot receive an order within said period, and still requires the order, he must notify **ROMCO** promptly. Such notification shall be no later than the end of the thirty day period. **ROMCO** shall, upon notification, endeavor to make special arrangements to continue storage of order. **ROMCO** is not responsible for any cost due to custom orders not meeting ADA eligibility requirements.

CHANGES:

Customer shall be liable for any costs incurred due to changes and /or cancellations of custom orders.

FAXING:

By giving **ROMCO SALES CO LLC** their fax number, the customer gives permission for **ROMCO SALES** to fax to them any information **ROMCO** deems necessary via individual or group faxing. Upon customer request **Romco** will not group fax any customer.

MINIMUM ORDER:

Minimum order for **Charge** accounts shall be **\$25.00** Net. Minimum order for **C.O.D.** Accounts shall be **\$10.00** Net.

DELAYS:

While **ROMCO** will use it's best efforts to meet completion dates, all dates given are approximate. **ROMCO** shall not be subject to economic liability for failure to meet a completion schedule, including but not limited to consequential or special damages.

Terms and Conditions continued on reverse side



ROMCO SALES CO .

416 EAST 174TH STREET BRONX, NY 10457

Tel: 718.583.7100 | Fax: 718.731.1152

www.romcosales.com

Authorized **KAWNEER & TRACO** Distributor

LAST EDITED / UPDATED: JANUARY 01, 2012

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BACK-ORDERS:

Any portion of an order omitted from original shipment because of shortage of stock or other conditions beyond our control, will be charged at the same price and terms as if included in original shipment.

RETURNED GOODS:

No material shall be returned to **ROMCO** for credit without prior authorization. Material to be returned must be in original condition, and of saleable quality, and is subject to a **15%** handling charge. Modified, cut, altered or damaged material cannot be accepted for return. Any freight charges for returned material shall be the responsibility of the customer. And shipped freight pre-paid. Material must be returned within **30 days** of notification, or **45 days** of receipt whichever is earlier. If requested by **ROMCO**, purchaser shall furnish proof of purchase prior to the issuance of any credit. Any material returned to **ROMCO** shall be subject to a Restocking or handling charge of **15%**.

INSPECTIONS:

Purchaser shall immediately inspect all materials upon receipt. Purchaser shall notify **ROMCO** within 5 business days of receipt of any defects, shortages, damages or improper materials. Failure to notify **ROMCO** shall constitute a waiver of claim against **ROMCO**. **ROMCO'S LIABILITY SHALL BE LIMITED TO, AT IT'S OPTION TO REPAIR, REPLACE, OR REFUND THE PURCHASE PRICE OF DEFECTIVE MATERIAL. NO REPAIRS SHALL BE MADE TO THE DEFECTIVE MATERIAL BY THE CUSTOMER WITHOUT PRIOR APPROVAL OF ROMCO. FREIGHT ALL material shall be F.O.B. BRONX, N.Y. or shipping point, in direct shipments. Purchaser shall be responsible for shipping costs. We cannot accept Responsibility for claims resulting from damage or loss in transit. Such claims should be filed promptly with the delivering carrier. Under no circumstances shall monies due ROMCO be withheld due to such conditions.**

PRINTING ERRORS:

While every effort for accuracy has been made in any catalog and Web page(s), **ROMCO** shall not be responsible for typographical or printing errors.

DESCRIPTION:

Descriptions and illustrations in any catalog or web page(s) are for information purposes.

ILLUSTRATIONS:

The illustrations contained in this catalog are for identification only, and do not indicate size or proportions by comparison.



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TOOLS AND DIES:

Charges for special tools or dies do not convey title, or the right to remove same from our possession.

LIMITED WARRANTY:

ROMCO Warrants that the products supplied by It shall be free from defects in materials and Workmanship for a period of one year from date of shipment, or manufacturers' warranty provided They are installed and maintained in accordance with **ROMCO's** and manufacturer's recommended Practices.

The warranty shall apply only to defects appearing within one year of shipment, and when Romco is properly notified in writing.

ROMCO, upon prompt notification and proof to it's Satisfaction of defective material, will at it's Option repair, replace, or refund original purchase Price of defective material. **ROMCO** does not make any other representation or warranties, expressed or implied warranty of fitness for a particular purpose. In no event shall **ROMCO** be liable for special, direct, indirect, or consequential damages, including, but not limited to loss of use or profits.

This warranty does not cover damages from such Causes as abuse, accident, neglect, fire or freight Damage. Items sold by **ROMCO**, manufactured by Other firms may carry guarantees and warranties from those firms. These warranties are available From **ROMCO** upon request.

PAST DUE ACCOUNTS:

ROMCO SALES CO. LLC. Reserves the right in any Dispute whether interstate or intrastate to have The laws of the state of new York apply.

In Accordance with this any action shall only be in The courts of BRONX County, NY.

NOTICE:

Laws and building and safety codes governing the design and use of glazed entrance, window, and curtain wall products vary widely. **ROMCO** does not control the selection of product configurations, operating hardware, or glazing materials, and assumes no responsibility there for.

FEES:

It is agreed to that **ROMCO SALES CO. LLC.** can change any **fees, cost or interest rates** in it's TERMS & CONDITIONS at anytime without prior notification

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