

LIMITED WARRANTY AND REMEDY

Atlas Aluminum warrants to its customers and all subsequent purchasers, that its products shall be free from defects in materials for a period of two years from when shipment was provided, and that they are installed and maintained according to Atlas Aluminum instructions and specifics. This warranty shall not include items such as hardware, purchased by Atlas Aluminum or others from outside vendors or manufacturers. Such warranties should be requested and obtained directly from those suppliers.

Atlas Aluminum warrants for a period of five (5) years from date of shipment that all exposed anodized aluminum furnished by Atlas Aluminum and specified to be processed to Aluminum Association Standards, shall conform the following, provided it is installed in and exposed to normal atmospheric conditions.

The sole exclusivity to the above mentioned warranty, with respect to any other claim relating to defects or any other condition or use of the products supplied by Atlas Aluminum, however caused and whether such a claim is based upon warranty, contract negligence, strict liability or any other theory, is limited to repair or supply of such products or repayments by Atlas Aluminum of the purchase price paid to it, as Atlas Aluminum's own option.

ATLAS ALUMINUM DOES NOT MAKE ANY OTHER REPRESENTATIONS OR WARRANTIES EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY AND ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, IN NO EVENT SHALL ATLAS ALUMINUM BE LIABLE FOR SPECIAL, DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGE, INCLUDING BUT NOT LIMITED TO LOSS OF USE OR PROFITS.

GENERAL TERMS AND CONDITION OF SALES

QUOTATIONS

Written quotations will remain open for customer acceptance and order placement over a 30 day period. After 30 days the quotations are subject to price adjustment. Acceptance of all orders or agreements are subject to approval by a duly authorized representative and are accepted contingent upon strikes, fires, delays or carriers, or causes beyond the control of Atlas Aluminum.

TERMS

Payment of all invoices is due within the terms given by Atlas Aluminum. A finance charge of 1-1/2 per month, 18 per annum, will be charged on all past due accounts. Purchaser agrees to pay all attorney fees, costs, and expenses.

CANCELLATIONS AND RETURNED GOODS

Cancellations of custom work will not be accepted without charges for labor, materials and related expenses. Cancellation and return of stock items may be made with authorization by a company representative. Materials thus returned shall be freight prepaid and subject to inspection with charges made for reconditioning as needed. If material is received in a sellable condition, credit will be allowed based on sale price less 25% restocking and handling charge or \$50.00 net, whichever is greater.

CLAIMS

Purchaser shall, upon receipt of materials, immediately check for shortages, damages or improper material and report to us within 10 days. Failure to notify shall relieve Atlas Aluminum of any claim for such condition. Further processing or assembly of rejected parts, materials, by you or any other party shall constitute a waiver of any liability on our part.

HARDWARE

All hardware manufactured by others and sold by Atlas Aluminum carries the manufacturer's guarantee only. In replacing defective hardware, we will not assume charges for freight or labor.

ILLUSTRATIONS

The illustrators used within the Atlas Aluminum catalog are for identification purposes only, and do not represent size or proportions by comparison.

PRODUCT USE

Atlas Aluminum assumes no control over the use of its products. The owner, the architect and the installer are responsible for the selection of products and application of proper system and sizes; comply with all applicable building and safety laws.