

TERMS AND CONDITIONS

Warranty Information. Hurricane Mfg Co. LLC does not provide a warranty on Privacy Picket Panels.

Manufacturer or Extruder warrants that the product will be free from defects in material and workmanship and conform to the quality standards and/or measurements that the buyer and extruder have agreed upon in writing. Since all Hurricane products are custom made, "Product" means the products described in the engineering descriptions that corresponds to the part number as shown on the order form. Manufacturer is an ISO 9000 company and uses standard tolerances, manufacturing specifications, and inspection procedures to assure a quality product.

Limitation of Liability. Time limit for making claims is 15 days from receiving shipment. Buyer will examine Product promptly after receiving for any damages, defects, and non-conformity. Buyer must give seller written notice of the existence of claim involving product. A failure by Buyer to give such notice within the time allowed will constitute absolute and unconditional waiver of all such claims.

Use or cutting of Product constitute acceptance. Seller is not responsible for installation, damages or mistakes after receiving the Product.

Dollar Limits on Liability. Seller's entire liability to Buyer for damages, whether under breach of warranty or any other cause whatsoever, and whether under this contract or otherwise, will in no event exceed that part of the purchase price applicable to the portion Product giving rise to Buyer's claim for such damages.

No consequential, etc., damages. In no event will either party have liability to the other for any incidentals, consequential, exemplary, or special damages.

Risk of Patent Infringement. Buyer assumes all risk of patent infringement by reason of any use that Buyer makes of the Product in combination with other substances or in the operation of any process, and of any infringement arising out of Buyer's compliance with Seller's designs, specifications, or instructions. Buyer shall defend, indemnify patent infringements of Seller.

TITLE AND RISK OF LOSS. All Product is F.O.B. from manufacturing facility, McPherson Ks 67460 or Warehouse facility in Sapulpa Ok 74066 and title and risk of loss to the Product will pass to Buyer there. Seller will issue no RMA's for damages caused in transit. If the Product is damaged in transit, collecting from the carrier any compensation for damage is entirely Buyer's responsibility. Buyer assumes all risks and liabilities arising out of unloading, discharge, storage, handling, and use of Product, or arising out of compliance or non-compliance with federal, state, municipal, or local laws and regulations governing or controlling such activities, except to the extent attributable to Seller's gross negligence or deliberate misconduct. Seller has no liability for the failure of discharge or unloading equipment or materials used by Buyer, whether or not supplied by Seller. Except to the extent attributable to the Product's failing to meet the express warranty set forth in paragraph 1, Buyer will indemnify, defend and hold Seller harmless from all costs, expenses, and reasonable attorney's fees arising out of Buyer's selection, use, sale, or further processing of the Product.

Cancellation. An order that has already been shipped may not be cancelled. However, Buyer may cancel orders at any time if in stock. Special orders for material being extruded by manufacturer can be cancelled within 24 hours after PO has been sent to extruder. After 24 hours a 25% Seller's cancellation charge will apply. Seller's cancellation charge consists of costs of raw material used, and/or ordered to extrude Product, cost incurred to stop order.

RETURNS. No goods may be returned to Seller without prior written approval. Seller's Return Goods Authorization (RMA) must be attached before a return is accepted. No returns on cut or discontinued material and no returns on material that has been used or installed. There is a 35% restocking fee on any and all Product being returned. NOTE: Product must be unopened and in original packaging. The Buyer is responsible for the safe and undamaged return of all Product. All return Products will be carefully inspected, and a determination will be made within 5 days of return if eligible for credit. Buyer is responsible for all original shipping and return charges.

Payment and Credit. Agreement to resolve all disputes in small claims court and agreement to waive a right to jury trial and to participation in class actions. All orders must be paid in full at the time of shipping. For special orders being extruded ½ down and the final ½ payment due at time of shipping. No credit terms extended to Customers without prior arrangements being made. 3% Transaction fee applies to all credit card orders. Payments made by check that comes back with an NSF, or stop payments that customer receives Product will be re-charged via ACH.

Shipping Policy. It is the Buyer's responsibility to be available at time during delivery. A full name, shipping address, phone number and email of the contact is required before shipping any Product via Truck Load, LTL or UPS. It is Buyer's responsibility to check all orders and make sure they are correct and accurate. If there is any damages Buyer must report it promptly to delivery carrier immediately. Upon Buyer's requests Photographs can be made documenting the condition of Product as loaded at Seller's point of shipment. The request must be made at the time of the order. Seller is not responsible for any additional charges that might incur due to LTL shipments that freight company assesses because of time restraints for drivers, liftgates, call ahead notices, Limited Access Deliveries or refusal of Product by Buyer etc.

Caution. Important Installation Information.

Open all boxes from the side to remove Panels. Do not dump Product on concrete or hard surfaces to prevent damages.

DO NOT STORE PRIVACY PICKET PANELS IN DIRECT SUNLIGHT.

ONLY INSTALL WHEN ABOVE FREEZING.

CUT PANELS AND CLIPS ¼" SHORTER FOR EXPANSION.

EXTENDER CLIPS ARE OPTIONAL AND WILL NOT MATCH AND WILL VARY IN SHADE BECAUSE THEY ARE MADE USING HIGH TEMP MATERIAL TO WITHSTAND 150 DEGREES OF HEAT WITHOUT HAVING TO HAVE SOME KIND RIDGED SUPPORT AIDING THEM.

PANELS AND U-LOCKS ARE NOT MADE OF HIGH TEMP. MATERIAL

CONDITIONS. If You access any part of this website or send over a Purchase Order You agree to these conditions. We have the right to change conditions at any time without giving You notice.

