

Overland Coatings Terms and Conditions

1. Scope

These Terms and Conditions govern the service of filtering Silicone Roof Coating ("Product") by Overland Coatings ("Seller") to the purchaser ("Buyer"). By placing an order, the Buyer agrees to be bound by these terms.

1. Product Description

The Product is a silicone-based roof coating designed for application on various substrates. Overland Coatings makes no representations or warranties regarding the absence of contamination in the Product. The Buyer acknowledges that the Product may contain contaminants, and it is the Buyer's responsibility to test and verify suitability for their specific application.

2. Payment Terms

All fees, including the cost of the Product, taxes, and any applicable charges, must be paid in full upfront at the time of order placement.

Payment shall be made in U.S. dollars via approved payment methods specified by the Seller.

Orders will not be processed until full payment is received.

3. Freight and Shipping

The Buyer is responsible for all freight costs, including shipping to the Buyer's designated location and return shipping to the Seller's facility, if applicable.

The Seller will arrange shipping through a carrier of its choice unless otherwise specified by the Buyer in writing at the time of order.

Risk of loss or damage to the Product passes to the Buyer upon delivery to the carrier.

4. Minimum Order Quantity

A minimum order of four (4) drums of the Product is required for all purchases.

No exceptions to the minimum order quantity will be made unless agreed upon in writing by the Seller.

5. No Guarantees on Yield or Performance

The Seller provides no guarantees, warranties, or representations, express or implied, regarding the yield, performance, or suitability of the Product for any particular purpose.

The Buyer assumes all risks related to the Product's performance, including but not limited to its application, effectiveness, durability, or compatibility with other materials.

6. Product Contamination

Due to the reactive nature of silicone coatings, anything that caused the contamination could still be in the coating, even after filtering. The Buyer acknowledges that the Product may contain contaminants and agrees to inspect and test the Product prior to application.

The Seller is not liable for any damages, losses, or costs arising from contamination in the Product or its impact on the Buyer's project or property.

7. No Returns or Refunds

All sales are final. No returns or refunds will be accepted under any circumstances, including but not limited to dissatisfaction with the Product, contamination, or performance issues.

The Buyer acknowledges and accepts this no-return, no-refunded policy upon placing an order.

8. Hold Harmless

The Buyer agrees to indemnify, defend, and hold harmless Overland Coatings, its affiliates, officers, directors, employees, and agents from and against any and all claims, damages, liabilities, losses, costs, or expenses (including reasonable attorneys' fees) arising out of or related to the Buyer's use, handling, application, or disposal of the Product, including but not limited to claims related to contamination, performance, or property damage.

The Buyer assumes full responsibility for any risks or consequences associated with the Product and its application.

9. Limitation of Liability

The Seller's liability is limited to the purchase price of the Product. In no event shall the Seller be liable for any indirect, incidental, consequential, or special damages, including but not limited to loss of profits, property damage, or project delays.

The Buyer assumes full responsibility for the proper application and use of the Product.

10. Force Majeure

The Seller is not liable for delays or failure to perform due to causes beyond its reasonable control, including but not limited to natural disasters, labor disputes, or supply chain disruptions.

11. Governing Law

These Terms and Conditions are governed by the laws of the state in which the Seller's principal place of business is located, without regard to conflict of law principles.

12. Entire Agreement

These Terms and Conditions constitute the entire agreement between the Seller and the Buyer and supersede all prior agreements or understandings, whether written or oral.

Any amendments to these terms must be made in writing and signed by both parties.

13. Contact Information

For questions or concerns regarding these Terms and Conditions or the Product, contact Overland Coatings at the address or phone number provided at the time of purchase.