



## Terms & Conditions

- 1. ACCEPTANCE BY CUSTOMER** – Customer’s acceptance of shipment constitutes acceptance of the Terms and Conditions of All Green Building Products (AGBP) (Seller). Customer’s failure to notify Seller within 48 hours of delivery of any discrepancies in quantity count of this order shall constitute acceptance. Seller is not responsible for any damage caused by a shipping company.
- 2. STORAGE & HANDLING** – All products must be inspected prior to installation. DO NOT install any product which may have been damaged in shipment or with an irregular finish. Contact your local dealer or All Green BP at 909-393-2800. **Resysta Prefinished and aMboo products MUST be stored in a flat, dry, and covered area. Failure to do so may void your warranty.**
- 3. PAYMENT TERMS** – Customer agrees to pay for materials in accordance with the terms of their account. Seller may charge a service charge of 1.5% per month on the overdue balance and shall be entitled to reasonable attorney fees if the service of an attorney becomes necessary to collect payment. Seller retains a security interest in the goods until the purchase price is paid. Funds received by the Customer for materials furnished by Seller are considered held in trust until Seller is paid. All payments must be made by the Customer and not directly from a homeowner. All returned checks are subject to a fee. Credit Card payments on account balances or deposits are limited to \$10,000 per day per customer.
- 4. RETURNS** – All authorized returns shall be subject to a minimum restocking charge of not less than 25%. Special Order items not normally stocked, and custom-made items such as Resysta prefinished profiles are not returnable. Discontinued items are not returnable. All other items must be returned within 30 days of purchase if eligible, to receive credit. To be eligible for a return credit, the product must be in same condition it was received and be accompanied of **RMA number** issued by AGBP. Customer must present evidence of purchase, or Seller must be able to verify the purchase, before credit can be issued. **Customer is responsible for shipping costs of product being returned.**
- 5. SPECIAL ORDERS** –Customer is responsible for taking prompt delivery of Special Order items and they may not be returned for credit. Any request to cancel special order items must be submitted by the Customer in writing and approved by the Seller. Seller will attempt to cancel the order but the Customer will be liable for any costs associated with the cancellation up to and including the full cost of the Special Order items.
- 6. WARRANTY** – Seller is a distributor and not a manufacturer. Seller therefore assigns and transfers all applicable manufacturers’ warranties to the Customer. In no event will Seller be liable for any incidental, punitive, special or consequential damages arising from the use of the product. For manufacturers’ warranties you may contact AGBP or visit the manufacturers’ website. Customer is instructed to register the purchase with the manufacturer. Registration must be completed online at manufacturers’ website. Failure to register the warranty may invalidate or otherwise adversely affect your warranty.
- 7. CLAIMS** – Claims for damages and shortages, consistent with section 1 and 5 must be made in writing immediately upon receipt of material. Customer has a duty to verify that delivered items are the correct **product and color** before they are installed. **The Seller will not be responsible for installation labor costs of any incorrectly delivered or damaged materials.**
- 8. DELAYS** – Seller shall not be responsible for any delays, including but not limited to delays caused by acts of God, strikes, mechanical breakdown, material shortages and any condition beyond its control.
- 9. DELIVERY** – Scheduled delivery times are approximate, and Seller is not responsible for any unforeseen delays. Seller will endeavor to notify Customer of any delivery delays. Deliveries should be verified and signed for by a Customer Representative when materials are delivered. If Customer directs Seller to leave materials when no Customer Representative is present, then Customer assumes the risk of any losses to those materials.
- 10. DELIVERY CHARGES** – Any order delivered by Seller is subject to a delivery charge unless otherwise agreed.

**11. ORDER PICK UP** – Customers will be given a maximum of 2 weeks to pick up or have their order shipped after being informed that the goods are ready. If order is not picked up or shipped within the specified time frame, **AGBP will charge storage fee of \$50 per pallet/crate per week.** Late pick ups or shipments will be charged in weekly increments.