

## Customer Support Procedures

**So that we may honor our commitment** to providing prompt service and support, please address any shortages or charge-backs in the following manner.

Carefully check your packing list as your materials are off-loaded. Mark any items which appear to be missing and notify Customer Support or your sales representative at (303) 953-3250 as soon as possible.

### I. Materials Shortages

Immediately upon delivery of materials, quantities are to be verified by the Buyer or Buyers Agent against quantities that are billed on the shipping document. Neither the Seller nor the carrier shall be responsible for materials shortages in relation to the quantities billed in shipping documents if such shortages are not noted on shipping documents when materials are delivered, and then acknowledged in writing by the carrier's agent. If the carrier is the Seller, claims for shortages are to be made by the Buyer or Buyers Agent directly to the Seller. If the carrier is a common carrier, claims for shortages are to be made by the Buyer or Buyers Agent to the common carrier. If the materials quantities received are correct according to the quantities that are billed in the shipping documents, but are less than the quantities ordered or less than the quantities that are necessary to complete the metal building according to the Order Documents, claim is to be made to the Seller.

### II. Damaged or Defective Materials

Damaged or defective materials, regardless of the degree of damage or defect, shall be noted on the shipping documents by the Buyer or Buyers Agent and acknowledged in writing by the carrier's agent. The Seller shall not be responsible for material damaged in unloading or for packaged or nested materials, including, but not limited to; fasteners, sheet metal, CEE and ZEE sections and covering panels which have become wet and/or damaged by water while in the possession of others. Packaged or nested materials that become wet in transit must be unpacked, separated from one another, and dried by the Buyer or Buyers Agent.

If the carrier is the Seller, the Buyer or Buyers Agent shall make claim for damage directly to the Seller. If the carrier is a common carrier, the Buyer or Buyers Agent shall make the claim for damage to the common carrier. The Seller is not liable for any claim whatsoever including, but not limited to labor charges or consequential damages resulting from the Buyers use of damaged or defective materials which can be detected by visual inspection.

### III. Excessive Materials

The Seller reserves the right to recover any materials delivered in excess of those required by the Order Documents.

### IV. Initial Claim

In the event of error, the Buyer or Buyers Agent must promptly make a written or verbal Initial Claim to the Seller for the correction of design, drafting, bill of materials, or fabrication error. The "Initial Claim" shall include:

- A. Description of the nature and extent of the errors, including quantities.

- B. Description of the nature and extent of proposed corrective work, including estimated man-hours.
- C. Material to be purchased from other than the Seller, including estimated quantities and estimated cost.
- D. Maximum total cost of proposed corrective work and material to be purchased from other than the Seller.

#### **V. Authorization for Corrective Work**

If the error is the responsibility of the Seller, an Authorization for Corrective Work shall be issued in writing by the Seller to authorize the corrective work at a cost not to exceed the maximum total cost set forth and agreed to in writing by the Seller.

The Seller, in the Authorization of Corrective Work may direct alternative corrective work other than that proposed in the Initial Claim. Only the Customer Support Department may authorize corrective work.

#### **VI. Final Claim**

The Final Claim shall be submitted in writing by the Buyer or Buyers Agent to the Seller within ten (10) days of completion of the corrective work authorized by the Manufacturer. The Final Claim shall include:

- A. Actual number of man-hours by date of direct labor use on corrective work and actual hourly rates of pay.
- B. Taxes and insurance on total actual direct labor.
- C. Other direct costs on actual direct labor.
- D. Cost of material (not minor supplies) authorized by the Seller to be purchased from other than the Seller, including copies of paid Invoices.
- E. Total actual direct cost of corrective work (sum of A, B, C & D). The Final Claim shall be signed and certified true and correct by the Buyer or Buyers Agent. Final Claims shall be credited to the Buyer by the Seller in an amount not to exceed the lesser of the maximum total set forth in writing in (a) the Authorization for Corrective Work or (b) total actual direct cost of corrective work.
- F. Cost of equipment (rental or depreciaton), small tools, supervision, overhead and profit are not subject to claim.

#### **VII. Structural Framing Shop Primer**

The coat of shop primer is intended to protect the steel framing for only a short period of exposure to ordinary atmospheric conditions. The coat of shop primer does not provide the uniformity of appearance, or the durability and corrosion resistance of a field applied finish coat of paint. The Seller is not responsible for deterioration of the shop coat of primer or corrosion that may result from exposure to atmospheric and environmental conditions, nor the compatibility of the primer to any field applied coating. Minor abrasions to the top coat caused by handling, loading, shipping, unloading and erection after painting are unavoidable. Touchup of these minor abrasions is the responsibility of the Buyer or Buyers Agent.

#### **VIII. Shipment Arrival Time**

Every effort will be made to see that the carrier arrives at the jobsite on the requested day and at the requested hour. Seller makes no warranty and accepts no responsibility for costs associated with a shipment not arriving at a requested time unless a separate agreement has been made in writing for a guaranteed arrival time.