



GENERAL TERMS & CONDITIONS

All products and materials delivered by SUPERIOR DUCT FABRICATION are warranted under the terms of the following limited warranty:

LIMITED WARRANTY: All products are warranted to be free from manufacturing and material defects for thirty (30) days from the date of purchase. The warranty is limited to replacement of the product that is defective and shall not include cost of labor. This limited warranty is contingent upon proper use of the product and does not cover products which have been modified or which have been subject to unusual physical stress or use. SUPERIOR DUCT FABRICATION makes no other express or implied warranty with respect to the product other than the limited warranty referred to above. All implied warranties including, but not limited to, warranties of merchantability and fitness for a particular purpose are hereby excluded. The liability of SUPERIOR DUCT FABRICATION, in any, for damages relating to any allegedly defective product, and shall in no event include incidental or consequential damages of any kind, even if SUPERIOR DUCT FABRICATION is notified of the possibility of such damages.

PAYMENT: Unless other arrangements are made prior to delivery of the product, the customer shall pay for the product at the time and place of delivery in cash or by certified check.

SECURITY: As security for payment of all amounts due, and to become due to SUPERIOR DUCT FABRICATION, customer hereby acknowledges that SUPERIOR DUCT FABRICATION may file a Mechanics Lien or Stop Notice on any job site and pursue any other remedies available under applicable law.

LATE PAYMENTS: It is hereby agreed by and between Customer and Superior Duct that all invoices provided by Superior Duct to Customer pursuant to the terms of this agreement are due and payable within thirty (30) days of the date of said invoice. If payment is received by SUPERIOR DUCT FABRICATION after the due date thereof, a late charge at the rate of the lesser of (i) one one-half percent (1 ½%) per month (18% per annum) of the overdue amount, or (ii) the maximum rate permitted by applicable law, computed from the due date to the date payment is received by SUPERIOR DUCT FABRICATION. SUPERIOR DUCT FABRICATION has the right to put the Customer's account on hold if at any time the Customer's account should become delinquent ninety (90) days or more.

COLLECTION COST: If payment is not made according to the terms and conditions hereof, customer agrees to pay, on demand, all cost and collection fees, attorney fees and court costs, whether or not action is commenced or whether or not such action proceeds to judgment.

VENUE AND JURISDICTION: Customer agrees that the venue for any and all litigation between Customer and SUPERIOR DUCT FABRICATION regarding this sale or the products must be instituted in the Los Angeles County Superior Court in either the Central District or in the East Los Angeles Judicial District. Customer hereby agrees that the foregoing court shall have subject matter jurisdiction over litigation and personal jurisdiction over customer for purposes of resolving the litigation.

RETURNS: Stock items are to be reviewed for their acceptance by SUPERIOR DUCT FABRICATION. All non-stock items are not returnable and acceptable returns are subject to a restocking fee. Merchandise cannot be returned without a Return Authorization Number. All stock items need to be returned within 10 days – no exceptions. All COD sales are FINAL.

ORDER CANCELLATION: Orders cancelled prior to delivery will be billed in accordance with level of completion. Please Note: that any released order is processed immediately.

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