



Terms & Conditions

1. ACCEPTANCE BY CUSTOMER – Customer’s acceptance of shipment constitutes acceptance of the Terms and Conditions of RSW Distribution (Seller). Customer’s failure to notify Seller within 48 hours of delivery of any discrepancies in quantity count of this order shall constitute acceptance.

2. 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.

3. 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 prefinished profiles are not returnable. Discontinued items are not returnable. All other items must be returned within 30 days of purchase in order to receive credit. Customer must present evidence of purchase, or Seller must be able to verify the purchase, before credit can be issued.

4. SPECIAL ORDERS – 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. Customer is responsible for taking prompt delivery of Special Order items and they may not be returned for credit.

5. 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 please contact RSW or visit the manufacturers’ website.

6. CLAIMS – Claims for damages and shortages, consistent with section 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 materials.

7. 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.

8. 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.

9. DELIVERY CHARGES – Any order delivered by Seller is subject to a delivery charge unless otherwise agreed.