

## Technical Data

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### Terms and Conditions of Sale

#### **Cancellation:**

The acceptance of an order by Old Town Fiberglass is binding and final and is not subject to cancellation by Customer without the express written consent of Old Town Fiberglass. Since all products are manufactured according to Customer specifications, we order materials from our vendors immediately upon receipt of your complete Purchase Order. If we are able to accommodate your request to cancel an order, charges will apply. Charges will be based on the labor and material costs incurred to the time of the cancellation request and will be a minimum of thirty percent of the total amount of the order.

#### **Returns:**

Merchandise may not be returned without the prior written consent of Old Town Fiberglass. If merchandise is returned by agreement, a restocking, reconditioning and repacking charge may apply. Product must be returned to Old Town Fiberglass at Customer's expense.

#### **Change Orders:**

Old Town Fiberglass will attempt to accommodate "Change Order" requests, however, in some circumstances we may not be able to respond. In the event a change order can be accommodated, the following conditions will apply:

1. The request for a change in the order must be submitted in writing
2. Additional charges for labor, materials and administrative costs may be added to your invoice.

#### **Delays:**

In the manufacturing process, delays are sometimes unavoidable. All of our Order Acknowledgements indicate an "approximate ship date". In the event we are unable to meet a scheduled "approximate ship date", we will endeavor to notify Customer as soon as possible. Notwithstanding the above, in no event will Old Town Fiberglass be liable for any costs that Customer may incur which are associated with such a delay in the ship date, whether or not a date has been given.

#### **Manufacturing Errors:**

Any errors made by Old Town Fiberglass in the production of merchandise will be corrected at no charge when the product is returned to factory at the Customer's expense.

#### **Partial Shipments:**

Old Town Fiberglass reserves the right to make partial shipments as merchandise is ready. Such partial shipments will be invoiced prior to shipment and shall be paid according to terms established when they come due.

#### **Storage:**

If Customer cannot accept delivery of an order, or partial order, when it is ready for shipment, Old Town Fiberglass reserves the right to transfer the merchandise to storage at Customer's sole risk and expense and to invoice the merchandise when it is placed in storage or held in storage by Old Town Fiberglass. Old Town Fiberglass will attempt to accommodate Customer's needs in holding a shipment but limited staging area minimizes our options. In the event that Old Town Fiberglass is able to store the products, handling and storage charges will be invoiced to Customer.

#### **Warranty:**

Old Town Fiberglass warrants all its merchandise to be free from defects in material and workmanship for a period of one year from the date of the original invoice to the original Purchaser only. The original Purchaser may not assign this warranty; any assignment is void. Should a defect in material or workmanship arise within the warranty period, Customer is to notify Old Town Fiberglass in writing of the defect. Old Town Fiberglass's obligation and Customer's remedy under this warranty are limited to repair, replacement or refund of the original purchase price, at Old Town Fiberglass's sole discretion. Merchandise proved to be defective in material or workmanship must be returned to the Old Town Fiberglass factory at Purchaser's expense during the warranty period. This warranty is made by Old Town Fiberglass only to the original Purchaser acquiring Old Town Fiberglass's merchandise directly from Old Town Fiberglass. This warranty does not apply to damage resulting from transportation or installation, misuse, abuse, alterations, negligence, acts of nature, vandalism, civil disturbance, or merchandise repaired or altered by anyone other than Old Town Fiberglass personnel or Old Town Fiberglass's authorized agents. Customer charges for field repairs for alleged factory defective merchandise will not be honored without prior written authorization by Old Town Fiberglass.

This warranty is in lieu of any and all other warranties, except as expressly stated herein. Old Town Fiberglass disclaims any other warranty of any kind, express or implied, including any warranty of merchantability or fitness for a particular purpose. In no event shall Old Town Fiberglass be liable for any incidental or consequential damages related to the merchandise purchased from Old Town Fiberglass. Variations in texture and/or color are not considered defects under this warranty.

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#### **Packing, Cartons and Crating:**

All products are shipped appropriately protected by bubble wrap or other suitable materials unless cartoning or crating is requested. Cartoning/crating charges are additional and are net amounts, not subject to discount. Cartoning/crating may be done off-site at an independent facility, and if done this way, transportation charges to and from that facility will be assessed.

#### **Shipping:**

We encourage Customers to select their carrier of preference. When no specific shipping instructions are provided by the Customer, we will select a carrier. However, we cannot guarantee that the carrier we select will be the least expensive, or the best carrier for the particular job.

Shipments are transferred to the carrier in good condition, as noted by a signed, clean bill of lading. After this transfer to the carrier is made, our liability for damage to the merchandise ceases. In the event of damage or shortages by the carrier, do not refuse the shipment. By law, claims must be filed by the consignee. If notification of damages and/or shortages are not made on the freight bill at the time of delivery to the consignee, claims will be refused by the carrier. Note any damage or shortage on the delivery receipt and have the driver sign to acknowledge the damage or shortage.

Damages, shortages or other disputes arising between Customer and the carrier, or any party other than Old Town Fiberglass, do not entitle Customer to withhold payment of invoices to Old Town Fiberglass that are due and owing. Such withholding of payment will subject Customer to late charges at the maximum percentage rate allowed by law plus any costs incurred in attempting to collect the debt, as stated elsewhere in these Terms and Conditions of Sale.

Old Town Fiberglass is not responsible for delay, failure to deliver due to strikes, lockouts, fires, floods, storms, acts of God or other causes beyond our control.

We are not responsible for transportation costs beyond our F.O.B. point under any circumstances.

#### **Specification Guide/Price List Accuracy:**

We have been extremely careful in checking this Specification Guide/Price List for accuracy. However our experience leads us to believe that we may still find errors contained herein. We reserve the right to correct any pricing errors, once discovered, by mailing a bulletin with the price correction. Subsequent to the date of the bulletin, the correct price will govern all orders. If you should discover any pricing errors, please contact Old Town Fiberglass to determine the correct price.

#### **Fiberglass Planters-Maintenance:**

Fiberglass should be cleaned regularly with a soft damp cloth, using a mild non-abrasive detergent or spray cleaner i.e. Simple Green. Once a month it is recommended that a spray wax (i.e. automotive Meguires) be used on semi-gloss finish. Scratches and stains can be treated using an auto or marine grade buffing compound and then buffed and polished with an automotive wax.

#### **Designs:**

Old Town Fiberglass reserves the right to change or modify designs and/or specifications at our discretion without prior notice.

#### **Weights and Dimensions:**

All weights and dimensions are approximate. Dimensions shown in this Specification Guide/Price List are rounded to the next larger half-inch. Since dimensions shown are approximate, contact Old Town Fiberglass for exact dimensions when product size is critical. Weights, dimensions and specifications published in the Specification Guide/Price List and/or Catalog are subject to change without notice.

#### **Drawings and Illustrations:**

Line drawings and illustrations are only general representations of the products depicted and do not show complete details. Therefore purchasing decisions should not be made solely on the line drawings or illustrations. If you have any questions regarding construction, design, details, etc. contact Old Town Fiberglass.

#### **Finishes:**

Standard, finish colors and textures shown in Old Town Fiberglass's Specification Guide/Price List or Catalog are reproduced as accurately as the printing process allows. Such reproduction, however, is only a representation of the actual color or texture and may not be accurate. If color or texture is critical, request a finish sample from Old Town Fiberglass.

Old Town Fiberglass will endeavor to provide custom colors or finishes upon request. However some colors or finishes are not appropriate for the materials used in the production of our products and cannot be duplicated. Contact Old Town Fiberglass for guidelines on custom colors.

## Terms and Conditions of Sale

### Prices:

Unless otherwise stated, prices quoted or published are list prices and are subject to change without notice. All orders are subject to final acceptance by Old Town Fiberglass. All prices are F.O.B (Freight on Board, our factory, Orange, California). Possession of this Specification Guide/Price List does not constitute an offer by Old Town Fiberglass to sell. This Specification Guide/Price List supersedes all previous Specification Guide/Price Lists dated previous to 2006.

### Terms:

Products are manufactured to order. All orders require a deposit of 50% when the order is placed. Manufacturing will not begin until the deposit is received and a delay in the receipt of the deposit will result in the shipment being rescheduled to a later date. The balance owing is payable upon completion of the order and prior to shipment or release of the products. Terms of "net 30 days" may be extended to approved accounts. All past due invoices are subject to late charges and interest on the entire past due balance at the maximum rate allowed by law.

### Default - Attorneys Fees:

Should Customer default in the performance of its payment obligations, Customer shall pay Old Town Fiberglass all costs of collection including collection agency fees and/or attorney's fees, late charges, court costs or other fees incurred in our attempt to collect such payments, whether or not suit is filed. In the event of litigation, Customer agrees that the matter shall be heard in any court of competent jurisdiction in Orange, California.

### Credit:

A line of credit may be established after a credit review. A completed credit application, signed by a principal of the company or corporate officer, is required pending credit investigation. Old Town Fiberglass reserves the right to cancel or modify credit terms at our discretion and without any prior notice.

### Address Purchase Orders to:

Complete Purchase Orders are required and may be delivered or transmitted by mail, courier, fax or e-mail (PDF files only) to:  
Old Town Fiberglass  
456 South Montgomery Way  
Orange, CA 92868-4015  
Fax: 714.633.3917  
E-mail: [Info@OldTownFiberglass.com](mailto:Info@OldTownFiberglass.com)

### Ordering Instructions:

All orders must include the following information:

- Quantity of each item
- Model number or product description
- Style, collection or complete description including dimensions
- Finish
- Accessories and/or options
- Unit prices, extensions and total
- Discounts (if applicable)
- Packing instructions
- Shipping instructions
- Requested shipping date or schedule
- Resale License Number (if applicable)

Orders will be scheduled for production only when complete specifications have been received. Missing information will cause a delay in production and Old Town Fiberglass's estimated shipping date will be adjusted accordingly.

### Order Acknowledgements:

An Order Acknowledgement will be issued by Old Town Fiberglass upon receipt of Customer's Purchase Order. While we endeavor to enter all orders accurately it remains the Customer's responsibility to verify that the order was entered as placed. Customers must review the Order Acknowledgement carefully and notify Old Town Fiberglass immediately, in writing, of any errors or omissions. The Order Acknowledgement is the final agreement between Old Town Fiberglass and the Customer and supersedes all prior communication regarding the order. This is meant to be the final embodiment of all terms, conditions and obligations under this agreement. Clerical errors are subject to correction.