

# Terms and Provisions



## **TERMS AND PROVISIONS GOVERNING THE PURCHASE AND SALE OF GOODS**

Upon request, A&C PLASTICS, INC. will endeavor to furnish such technical advice as it has available in reference to the use of its products by Buyer. It is expressly understood that any technical advice furnished by A&C PLASTICS, INC. with reference to the use of its products is given gratis, and A&C PLASTICS, INC. assumes no obligation or liability for the advice given or results obtained, all such advice being given and accepted at the Buyer's risk. A&C Plastics offers sheet trimming for the buyer's convenience at an additional fee. Cuts are rip cuts, and tolerances may vary  $\pm 0.125$  inches.

A&C PLASTICS, INC. is not responsible for re-installation, fabrication, or other losses resulting from sheet failure, improper storage, neglect, or misapplication. If the product is defective, A&C PLASTICS, INC. may, at its discretion, replace the material FOB Houston, CO Springs, or Schiller Park, or reimburse the purchase price.

If an order is cancelled after it is confirmed by the customer, but before it has shipped, the order will be subject to a 25% restocking fee.

If goods ordered are a non-stock item, it is deemed a 'special order' by A&C PLASTICS, INC. If a 'special order' needs to be cancelled after the order has been placed, but not yet received, there may be inbound and outbound freight charges, as well as, a restocking charge that the Buyer will be responsible for. Purchasers must inspect all goods upon arrival and notify A&C PLASTICS in writing of any discrepancies within 7 business days, or all claims will be waived.

This is the buyer's sole remedy; consequential damages are excluded. No claims are allowed without approval from an authorized A&C PLASTICS, INC. representative. Returns require a Return Authorization Number, must be properly packaged, and may incur a restocking fee. No returns after 14 days. Only full, undamaged sheets in sellable condition are accepted no cut-to-size returns. For clarification, contact [claims@acplastics.com](mailto:claims@acplastics.com).

## **CARRIER IS RESPONSIBLE FOR DAMAGE IN TRANSIT!**

Goods leave A&C PLASTICS, INC. in good condition, and liability transfers to the carrier upon departure. All shipments are packed using approved methods. Buyers must inspect materials upon pickup or delivery. Signing for the goods confirms receipt in acceptable condition. For online orders, A&C reserves the right to select the freight carrier. Customers are responsible for choosing correct shipping options; incorrect selections may result in additional charges. If damage occurs in transit, **obtain written acknowledgment from the carrier before they leave**. For concealed damage, request an immediate carrier inspection. A&C PLASTICS, INC. does not file concealed damage claims.

- A. If using your own or third-party shipping account, you must file and settle claims directly with the carrier.
- B. If freight was prepaid or added to your invoice:
  - 1. Notify A&C PLASTICS, INC. immediately at 800.231.4175. Do not return goods without authorization or before inspection.
  - 2. Keep the original packaging and product for inspection.
  - 3. For replacements, contact A&C PLASTICS, INC. No re-shipments will occur without buyer authorization.

A&C PLASTICS, INC. is willing to assist you in every possible manner, but please be aware that if you fail to follow the above procedure for prepaid shipments, your claim may not be honored by the freight carrier or A&C PLASTICS, INC.

**SHORTAGE:** Please be sure to count the number of skids, cartons, pieces or sheets and check the packing list immediately. Secure a shortage notation if the number of items you receive is less than shown on the carrier's freight bill.

**STORAGE DISCLAIMER:** We are not responsible for any damage, loss, or deterioration of materials stored on-site, whether indoors or outdoors. This includes, but is not limited to, damage caused by weather, temperature, humidity, theft, vandalism, pests, or other unforeseen events. Customers are solely responsible for ensuring the appropriate protection and storage of their materials. If materials are stored outdoors, the outdoor elements can cause the protective film or paper masking that is on the sheet to deteriorate, making it extremely difficult to remove or causing it to bake onto the material's surface permanently.