



## CUSTOMER RESPONSIBILITIES

**1. Quantities.** The quantities listed within the attached Estimate/Order Form and/or Customer Invoice are either those received from the Purchaser, or are being provided to be supportive in nature, and are being provided as a reference, only. The Purchaser is solely responsible for performing the necessary estimate and/or review of contracted bid documents and/or field conditions, project submittals, and/or any general recommended layouts that may have been provided, to assemble a complete and thorough estimate to properly install the snow retention system on this project, including desired waste factors. Sno Gem, Inc. assumes no liability for any discrepancies between the quantities listed within the attached Estimate/Order Form, Customer Invoice, the Purchaser's estimated quantities, and/or that which may be required to properly complete this project, including desired waste factors, and regardless of whether or not a request for an estimate was made by Purchaser.

If job specific engineering services are necessary, please contact your Sales Representative as engineered layouts can be provided for an additional cost upon request.

**2. Payment.** All orders paid by a credit card will be assessed a 3% order processing fee at the time of payment. If the order is paid for by check, cash, or ACH the 3% fee will not be applied.

All custom order projects will be accompanied by an invoice for raw materials at the time of order, or when the material order is placed by Sno Gem, Inc., with the remaining customized/coated/painted amount due upon our pre-set terms with Purchaser. Custom orders are defined as:

- Any custom clamp or tube/lineal products/systems
- Any products we do not typically inventory (as determined by Sno Gem, Inc.)
- Any job-specific or custom Powder Coated or Painted items
- Any and all items not coming from pre-established vendors
- Any other job specific orders, or orders your Sno Gem, Inc. Sales Representative has determined to be custom, and communicated to the Purchaser prior to purchase

**Note: If you are unsure of the status or category of the order you are placing (if it is considered custom or not), please confirm with your Sno Gem, Inc. Sales Representative prior to purchase.**

Acceptance of this Estimate/Order Form and/or Customer Invoice constitutes the Purchaser's authorization for Sno Gem, Inc. to order, procure, and receive materials for the project being quoted. All such materials shall be billed to the Purchaser identified on the attached Estimate/Order Form and/or Customer Invoice, either at the time the materials are received for staging/storage, or when they are packaged for customization or shipment for your project (thus considered "non-stock, unable to resell to others"), in accordance with the billing terms set forth in the Estimate/Order Form and/or Customer Invoice, the applicable Terms and Conditions, and/or this Customer Responsibilities document. Any estimated or approximate ship date shall be confirmed in the Sno Gem, Inc. Customer Invoice, which will be issued under a separate cover.

**3. Storage.** Any orders for which storage is provided, or any orders that miss their scheduled pickup date may incur storage charges beyond the scheduled pickup date. Please confirm with your Sales Representative for further information regarding the fees that will apply for these storage services.

**4. Pricing.** Accepted estimates will be valid for 30 calendar days from the date listed on the attached Estimate/Order Form and/or Customer Invoice, only. Prices are subject to change without notice thereafter.

**5. Discounts.** Please ask your Sno Gem, Inc. Sales Representative for any potential "Early Pay" discounts that may be available for your project. Early Pay discounts are available for some larger projects, greater than \$10,000.00 in size.

220 Exchange Drive, Unit B Crystal Lake, IL 60014 | [www.snogem.com](http://www.snogem.com)

Phone: 815-477-4367 | Toll Free: 888-SNO-GEMS (766-4367) | Fax: 815-455-4367



**6. Sales Tax.** Purchaser is solely responsible for any and all applicable sales, use, or similar taxes in the state where the product is delivered, whenever that location is outside of the state of Illinois, and when it is not a job specific tax exempt project. Sno Gem, Inc. assumes no liability for the assessment, collection, reporting, or payment of any such sales, use, or similar taxes in these instances.

**7. Credit Limits.** Sno Gem, Inc. establishes credit limits based on historical data and purchase history. Please consult your Sno Gem, Inc. Sales Representative regarding any credit limits that may apply to your account prior to making a purchase.

**8. Freight.** The freight charges included within this Estimate/Order Form and/or Customer Invoice are being provided as an ESTIMATE ONLY. Actual freight charges may vary from the amount included within the Estimate/Order Form and/or Customer Invoice. Additionally, this pricing specifically does not include any liftgate for LTL service, delivery to a residential area, or delivery to a construction site. Purchaser is solely responsible for any and all additional shipping/freight charges which may be incurred based on the adjustments listed within this statement, or as a result of any errors in the shipping address or format that may be furnished to Sno Gem, Inc. by the Purchaser. These additional charges may not be recognized for 3 – 6 months from delivery, at which time an invoice for those charges will be sent the Purchaser for payment. Please notify Sno Gem, Inc. immediately if the ship to address changes, or any of these additional charges listed within this statement may apply to your actual shipment/order, and your Customer Invoice will be adjusted to incorporate those added items.

**9. Accessories & Components.** Customer is solely responsible to confirm that all installations are provided for using the Sno Gem, Inc installation recommendations, as well as the Sno Gem, Inc. recommended products and accessories, only.

**10. Roof Plan.** Any order placed through Sno Gem, Inc. includes access to general recommended roof layouts, provided as a complimentary service to our customers. While these layouts are recommendations only, and not job specific engineered designs or calculations, they are provided to assist our customers in their planning process, and project considerations. Without a proper layout, projects may be more susceptible to incorrect installations.

All Sno Gem, Inc. layouts including, but not limited to, the number of rows and product quantities are recommendations only, based solely on the information provided by the Buyer, in addition to the project's general geographical location, roof pitch, length of run, and type of roof system. All Sno Gem, Inc. recommendations are subject to confirmation, verification and approval by the Project Architect, Engineer, or Authority having Jurisdiction (AHJ), and any such recommendation is also required to be evaluated by each, to ensure that the snow retention system will comply with the project's design, geographical location, the building's roof pitch, length of run, and type of roof system, as well as that the building structure can withstand the projected snow load.

**\*\* See Sno Gem, Inc.'s Terms and Conditions version v9 12.01.25 for Sno Gem, Inc.'s specific purchase terms and conditions of our products\*\***

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