

# Gunnison Sheet Metal

## Terms & Conditions



These Terms & Conditions apply to all sales, invoices, orders, deliveries, and services provided by Gunnison Sheet Metal and Roll Forming LLC ("Gunnison Sheet Metal"). Certain sections apply only to customers with approved Net 30 credit accounts, as clearly noted below.

### 1. Payment Terms

#### Standard Customers (Non-Net 30)

- Payment is due in full at the time of order pickup or before delivery.
- A deposit may be required to order materials.
- All credit card transactions above \$1,000 will incur a 3% processing fee.
- No materials will be released without full payment.

#### Approved Net 30 Customers

- An approved credit application is required for Net 30 terms.
- Payment is due in full within 30 days of the invoice date.
- All credit card transactions above \$1,000 will incur a 3% processing fee.

### 2. Late Payments

- Any unpaid balance is subject to a 10% monthly late fee.

#### Standard Customers

- Accounts more than 30 days overdue may be placed on hold until the balance is paid in full.

#### Approved Net 30 Customers

- Accounts more than 60 days past due may have credit terms revoked and be placed on hold.
- Repeated late payments may result in permanent loss of Net 30 privileges.

### 3. Pickup & Storage Policy (Applies to All Customers)

- Completed orders must be picked up within 30 days of the completion date.
- Orders not picked up within 30 days will be considered abandoned and may be discarded or recycled without refund.
- Customers remain responsible for all outstanding charges.
- Customers are responsible for securing and protecting materials during transport.

### 4. Installation Responsibility (Applies to All Customers)

- Gunnison Sheet Metal does not provide installation services unless explicitly stated in writing.
- Customers are responsible for ensuring all products are installed correctly and safely.

### 5. Limited Warranty (Applies to All Customers)

- Gunnison Sheet Metal warrants its workmanship for 15 days from the pickup or delivery date.
- This warranty excludes damage caused by improper installation, misuse, modification, mishandling, or transport by the customer or others.
- Customers are responsible for properly securing their materials upon pickup or delivery.

### 6. Delivery (Applies to All Customers)

Gunnison Sheet Metal may provide material delivery, roll-off delivery, or on-site roll-forming services as requested by the customer. Delivery method, pricing, and requirements vary depending on order type, location, road conditions, site accessibility, and scheduling availability.

## **6.1 Delivery Pricing**

### **Roll Forming Machine Orders**

- Within the Gunnison / Crested Butte Valley: No charge on paved or standard roads; \$6 per mile applies on dirt roads.
- Outside the Gunnison / Crested Butte Valley: \$3 per mile on paved or standard roads; \$6 per mile on dirt roads.

### **All Other Material Deliveries (Including Corrugated, Pro Panel, and Similar Products)**

- \$3 per mile on paved or standard roads; \$6 per mile on dirt roads.
- A minimum delivery fee of \$75 applies to all deliveries, regardless of distance or order size.
- Mileage is calculated round trip unless otherwise stated.
- Delivery pricing is subject to change based on access, site conditions, and equipment or labor requirements.

## **6.2 General Delivery Requirements**

- Customers must be present at the time of delivery and provide at least one capable helper for unloading and stacking materials unless otherwise agreed in writing.
- The customer is responsible for ensuring the delivery or job site is accessible, level, and safe for delivery vehicles, equipment, and personnel.
- Gunnison Sheet Metal is not responsible for delays or damage caused by inadequate access, uneven terrain, site obstructions, or weather conditions.

## **6.3 Labor Assistance, Customer Absence, and Scheduling**

- Customers are expected to be present at the time of delivery or roll-out and to provide adequate labor for unloading, stacking, and handling materials.
- If the customer is unable to be present or unable to provide required labor, Gunnison Sheet Metal may, at its discretion, provide labor assistance.
- Labor assistance is billed at \$75 per hour per person, calculated door to door.
- If the customer will not be present at delivery, clear written instructions must be provided in advance identifying where materials are to be placed.
- If no instructions are provided, Gunnison Sheet Metal will place materials in a location deemed reasonable and appropriate and is not responsible for damage, loss, or site conditions after placement.
- Deliveries requiring Gunnison Sheet Metal labor assistance must be scheduled in advance and are subject to availability.
- Gunnison Sheet Metal is not responsible for delays, additional costs, or rescheduling resulting from customer unavailability, lack of labor, or site readiness issues.

## **6.4 Standard Material Delivery**

- Materials are considered delivered and accepted once unloaded from Gunnison Sheet Metal's truck or trailer.
- Upon unloading, ownership and responsibility for the materials immediately transfer to the customer.
- Gunnison Sheet Metal is not responsible for damage, loss, theft, or deterioration after unloading.

## **6.5 Roll-Off Delivery (Drop / Push-Off Delivery)**

- Roll-off delivery is performed at the customer's direction and at a location designated by the customer.
- Materials may contact the ground, terrain, or surrounding surfaces during roll-off delivery.
- Ownership and responsibility transfer immediately once materials begin to roll, slide, or are pushed off the truck or trailer.
- Gunnison Sheet Metal is not responsible for bending, scratching, scuffing, cosmetic damage, or damage caused by ground conditions, debris, moisture, or uneven surfaces.
- The customer assumes full responsibility for retrieving, stacking, protecting, and securing materials immediately after roll-off delivery.

## **6.6 On-Site Roll-Out / Roll-Forming Services**

- The customer (or the customer's crew) must be present and prepared to receive panels as they exit the roll-forming machine.
- The customer is responsible for handling, stacking, and protecting panels immediately after they exit the machine.
- A safe and clear work area is required. The customer must provide a minimum clear area of at least 30 feet plus the length of the longest panel being produced.
- Gunnison Sheet Metal recommends a minimum of one person for every 15 feet of panel length to safely receive, handle, and stack panels.
- Each panel is considered delivered and accepted once it exits the roll-forming machine.

- Any issues with panels must be identified immediately at the time of roll-out. Panels not flagged at the time of production are considered accepted.

**6.7 Transfer of Ownership & Responsibility**

- Ownership and responsibility for all materials transfer to the customer once materials are unloaded from Gunnison Sheet Metal's truck or trailer, rolled or pushed off a vehicle, or exit a roll-forming machine.
- After transfer of ownership, Gunnison Sheet Metal is not responsible for damage, loss, theft, or deterioration of materials, including damage caused by handling, stacking, weather, wind, site conditions, terrain, or storage.

**6.8 Safety, Weather, and Jobsite Conditions**

- Gunnison Sheet Metal reserves the right to delay, postpone, suspend, or stop delivery or on-site roll-forming services if, in its sole judgment, the jobsite is unsafe or required conditions are not met.
- Delivery and roll-forming services will not be performed during unsafe weather or road conditions.
- If unsafe weather or road conditions exist or are forecasted on the scheduled delivery or roll-out date, Gunnison Sheet Metal may postpone services until the next available date.
- The delivery driver or roll-forming operator has full authority to determine whether conditions are safe to begin work, continue work, pause operations, or wait out weather conditions.
- Gunnison Sheet Metal is not responsible for delays caused by weather, road conditions, or jobsite safety concerns.
- Additional charges may apply if delivery or roll-forming services are delayed, rescheduled, paused, or extended due to unsafe conditions, site readiness issues, or customer-requested changes.

**7. Returns & Cancellations (Applies to All Customers)**

- Custom orders are non-returnable and may not be canceled or modified once fabrication has begun.
- Standard stocked items may be returned within 15 days, unused and in original condition, subject to a 20% restocking fee.

**8. Disputes (Applies to All Customers)**

- Any disputes regarding materials, quantities, workmanship, or invoices must be reported within 5 business days of pickup or delivery.
- After this period, all orders and invoices will be considered accurate and accepted.

**Acknowledgement & Acceptance**

By signing below, the customer acknowledges that they have read, understand, and agree to be bound by these Terms & Conditions.

Customer / Company Name: \_\_\_\_\_

Authorized Representative Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_