



POCAHONTAS ALUMINUM COMPANY, INC
Manufacturer and Distributor of Quality Aluminum Products

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**POCAHONTAS ALUMINUM CO., INC. WARRANTY
TERMS & CONDITIONS**

PRICES

Unless otherwise agreed to in writing, all prices are subject to change without notice. We will furnish pricing information on any item requested.

TERMS

A service charge will be added on any account which remains unpaid beyond our stated terms. The rate of interest will be 5% above the Federal Discount rate.

DELIVERY

Orders may be shipped via our vehicles or common carrier. Delivery of goods to the common carrier shall constitute delivery to purchaser. In no event shall we be liable for any delay in shipment or failure to deliver goods by scheduled delivery dates.

RETURNED GOODS

Goods may not be returned without our consent. Such requests should be made within ten days from receipt of our invoice. Material must be in saleable condition, returned prepaid in its original container and subject to inspection upon receipt by us. When goods are returned because of our error, we will reimburse without expense to the customer. If the cause is not our suppliers' or ours, we will do everything possible to minimize expense; however, we reserve the right to charge a 20% restocking charge. We cannot accept material which has been fabricated to particular customer's specifications.

LIMITED WARRANTY

Pocahontas Aluminum warrants to customers/distributors using its products or items they manufacture for one year from the original date of purchase, that its windows and doors are free from defects of material and workmanship. Products with insulated glass has a five(5) year warranty on the glass seal. Glass breakage does not fall under any warranty. Pocahontas Aluminum's obligation hereunder is expressly limited to providing a replacement window, door, or replacement components.

This warranty does not cover the screen on windows. Pocahontas Aluminum limits any warranty on the screen to thirty days from original date of purchase.

This warranty shall not apply to products which have been altered or repaired outside of the Pocahontas Aluminum factory. This warranty does not apply to any product which has been improperly maintained or abused in any way. Since part of this product involves glass, which is susceptible to breakage from many forms of misuse, this warranty will not apply to the breaking of the glass.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING PHRASE, LIMITS ANY IMPLIED WARRANTY OF FITNESS OR MERCHANTABILITY TO THE DURATION OF THIS EXPRESS WARRANTY.

IN NO EVENT WILL POCAHONTAS ALUMINUM BE LIABLE FOR LOST PROFITS OR OTHER CONSEQUENTIAL DAMAGES OR ANY CLAIM BY ANY OTHER PARTY OTHER THAN THE ORIGINAL PURCHASER OF THE PRODUCTS.

In the replacement of this product, Pocahontas Aluminum will not be liable for transporting the replacement product to the customer.

The customer agrees to make this warranty available to consumers prior to the sale of the item incorporating the product covered by this warranty. The customer also undertakes to fully advise the consumer of what steps must be taken by the consumer to obtain the benefits of this warranty, and also fully advise the consumer of the limitations and exclusions covered by this warranty. Wind and road noise may be an inherent consequence of sliding windows, and its presence is not a defect that would be covered by this warranty.

Some states do not allow limitations on how long an implied warranty last, so the above limitation may not apply to you. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation and exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary state to state.