

Terms and Conditions of Sale

1. **Payment Terms.** Payment terms for this order are as specified above. All amounts past due shall be subject to payment of interest on such overdue amount at the rate of 1½% per month. All costs incurred to collect such amount, including collection agency fees, court costs, and/or attorneys' fees, shall be paid by Buyer. Seller shall retain a purchase money security interest in all goods until full payment for such goods is received. Buyer shall execute any documents required by Seller to perfect such security interest in the goods, and where permitted Buyer hereby authorizes Seller to sign and file the same without Buyer's signature. Buyer agrees to pay any and all expenses related to the preparation and filing of such documents. Buyer acknowledges that Seller has the right to limit the amount of credit extended to Buyer, refuse further credit, or require a deposit or full payment as a condition of shipment. Seller shall not be required to proceed with performance of this contract while Buyer is in default under this or any other contract with Seller, or upon the suspension of business or insolvency, or liquidation of Buyer. Each delivery hereunder shall constitute a separate contract and placement of this order shall be deemed acceptance of these terms and conditions regardless of whether or not Buyer received an acknowledgement of the order from Seller, or has returned an executed copy of this order to Seller.
2. **Return Policy.** Products will be considered returnable only within 90 days following receipt of the order; provided, however, special orders (i.e., custom orders as so labeled by Seller or mill-finished products that Seller subcontracts powder coating/anodizing at Buyer request) may not be returned to Seller. Returned product must be in original packaging, unused, in acceptable condition for resale, and in production at the time of return. Buyer agrees to pay a restocking fee equal to 20% of the total cost of the order plus shipping cost on all accepted returns.
3. **Shipping Policy.** All products shall be shipped using the most cost-effective method of delivery as determined by Seller, unless otherwise instructed by Buyer. All actual shipping charges shall be added to purchase order and paid by Buyer. Amount specified above is estimated cost only. All products shall be shipped FOB origin. Risk of loss on and title to all products shall pass to Buyer upon delivery to the carrier at the point of shipment. Seller shall not be responsible for any delays in delivery caused by carrier. Missing or damaged items must be reported within 24 hours of receipt of the order.
4. **Warranty and Limitation of Liability.** Alpine SnowGuards (Seller) shall warranty all products manufactured by Seller to be free from defects in material or workmanship for a period of ten years from the date product is received by Buyer. Except as provided in the preceding sentence, Seller makes no warranty of any kind, express or implied, including but not limited to, any warranty of merchantability or warranty of fitness for a particular purpose. Seller shall not warranty welding performed by third parties, adhesive used in the installation of any product, or installation of the product itself. All warranties are conditioned upon 1) the accuracy of the roof information provided to Seller upon which appropriate quantities and spacing are determined, and 2) installation of product in accordance with Seller's published installation instructions and/or recommended spacing provided in writing by Seller. Any structural modifications or changes to the product will void the warranty. Utilizing Alpine SnowGuards or products distributed by Alpine SnowGuards as a fall protection system is NOT approved. Projects in regions with a ground snow load of 150 psf or greater will require a local structural engineer's project evaluation, product evaluation, and a project specific recommended layout. Buyer acknowledges that Buyer is making this purchase based upon Buyer's specifications to Seller of the goods required by Buyer, and not by reason of any statement made by or on behalf of Seller as to the merchantability, specific attributes or otherwise of the goods. Neither Party shall be responsible for incidental, consequential, or special damages of any kind. Seller shall in no event be responsible for damages in excess of the purchase price. The foregoing limited warranty and disclaimer of liability shall be binding upon the Parties and any successors in title, assigns, transferees, and ultimate users.
5. **Governing Law and Jurisdiction.** This agreement shall be governed by and construed in accordance with Vermont law. Any disputes arising hereunder shall be resolved in the appropriate court of law in Lamoille County, Vermont. Buyer hereby submits to personal jurisdiction in Vermont, and agrees that such court shall have exclusive jurisdiction over the disputed matter. These terms and conditions constitute the sole contract between Seller and Buyer. No change of the terms and conditions shall be affected by the acknowledgement or acceptance by Seller of any purchase order or other form submitted by Buyer containing additional or different terms: provided, however, that Seller may require additional credit or payment terms as a condition of sale. Course of dealing, usage of trade or course of performance shall not supplement, vary or explain these terms.
6. **Testing.** Buyer shall provide Seller copies of any and all test results and/or analysis performed on any of Company's products within ten (10) days of completion of such testing and/or analysis, and in any event, prior to installation of Company's products.
7. **Design Information.** It is the responsibility of the buyer to verify accuracy of all information used to generate quote, and to fully read & understand the conditions listed below. Seller is not responsible for incorrect or missing information.
GENERAL:
 - Pricing is in US dollars.
 - The receiving party is responsible for any and all charges related to customs fees, brokerage services and taxes.
 - Product must be installed per Alpine SnowGuards' *Installation Instructions*.
 - Buyer is responsible for proper installation of product per Alpine SnowGuards' *Installation Instructions*.
 - It is the responsibility of the buyer to verify that the attachment point & method will support the ultimate load of the snow guard system.
 - First row of pipe & bar-style snow guards should be installed above the exterior load-bearing wall. If overhang is less than 6" or greater than 36", contact Alpine SnowGuards.
 - To allow for thermal expansion, pipe & bar-style snow guards must have a break in assembly every 100 feet. 3/8" rod-, 3/8" pipe- & hybrid-style snow guards must have a break in assembly every 48 feet. Quantities purchased must accommodate these breaks.
 - Bracket spacing is determined by the project roof criteria & location. Contact Seller for appropriate bracket spacing for your project.

- Snow may move/crest over snow retention systems on slopes greater than 6:12.
- Snow & ice will slide off of a roof, around pad-style snow guards, in a gradual manner. Pipe/bar-style systems create a barrier to help retain the snow. Select the proper snow guard style to meet your needs.
- Product must be inspected annually per Alpine SnowGuards' *Snow Guard Maintenance* below.
- Ice flags are useful: above critical pedestrian/parking areas; on metal, membrane, synthetic, and tall-seamed standing seam roofs; in lower snow load areas; where icing is common; on roofs that experience shading.
- Powder coating (Tiger Drylac Exterior 49 Series) and color insert strips (select Firestone/Elevate Kynar colors) are available at an additional charge.
- *Installation Instructions* documents are located here: www.alpinesnowguards.com
- If no recommended layout has been provided by Seller, use snow guards at your own risk.

METAL STANDING SEAM:

- U clamps fit double-lock seams less than ½" wide and single-lock seams with a horizontal leg measurement less than ½". Some seams may require hand-crimping at the clamp location. UT clamps fit single-lock seams with a horizontal leg measurement of 5/8" or greater.
- Cap-seam profiles must be mechanically fastened to the seam with one TEK screw (use pipe/bar systems only).

MEMBRANE/ SLATE/ SHINGLE:

- Snow guards must be fastened into a rigid structural member & be fully supported by solid structural material such as wood blocking or structural decking.

METAL CORRUGATED/METAL PANEL:

- Snow guards must be fastened into a rigid structural member such as a rafter, truss, or purlin with a minimum of 2"x4" dimension.

RECOMMENDED LAYOUTS/LAYOUT DETAILS:

- The snow load used has been provided by the purchaser or auto-populated based on the zip code provided by the purchaser, and must be verified by the purchaser.
- A standard Safety Factor of 2.0 has been used unless otherwise stated.
- Test values used to support our recommended layouts are determined in a controlled environment using new roofing materials.
- Snow drifting is a common phenomenon which can increase the snow load on a roof surface. "Isolated area" describes protecting only a portion of a roof/eave (ex. Over a doorway). When/if these conditions are provided to Seller, additional snow load values will be noted. Alpine SnowGuards will take no responsibility for recommended layouts affected by uncommunicated/unaddressed snow drifting conditions or isolated areas.
- Upper roof areas & upper roofs with solar panels will shed snow, ice, or melting run-off onto lower areas. If snow guards are not used on upper areas, the snow guards on lower roof areas may become overloaded and fail. Alpine SnowGuards does not warranty this project unless all related areas (upper & lower) are protected.
- When multiple rows of snow guards are required, calculate the distance between rows as follows:

$$\text{Rafter Length} / (\text{Number of rows recommended} + 1) = \text{Distance Between Rows}$$
- Low pitched roofs with rafter lengths 100' or more, resulting in a single-row snow guard layout, may experience snow movement over snow guards.

SOLAR:

- Recommended layouts are not provided for solar snow retention. Alpine SnowGuards suggests the following approach for all installations: Roof-mounted snow guards as the primary system, SSM-Universal installed on the bottom edge of the array, Snow Dogs installed on upper panels.
- Roof-mounted systems require a minimum landing zone of 2 feet between the array & the roof-mounted snow guards.
- Maximum bracket spacing for array-mounted bar-style systems is 68", with a minimum of 1 clamp per panel joint.
- Use on projects where the ground snow loads exceed 50 PSF may result in damage to the panels. Manually clear the array of snow accumulations greater than 4"-6" and clear snow accumulations between solar array and roof-mounted snow guards.

- 8. Snow Guard Maintenance.** Our snow guards must be inspected annually. Any defects or damage in materials and/or workmanship must be reported to Alpine SnowGuards immediately. Seller will not be responsible for snow guard systems that have not been properly maintained.
- Ensure snow guard brackets, accessories & components are intact, have not been displaced, and show no signs of damage or wear.
 - Inspect fasteners into roof deck.
 - Snow guards that have become displaced from their original attachment must not be reinstalled. To maintain system integrity and performance, contact Alpine SnowGuards for consultation and a recommended layout.
 - Inspect snow guard-related waterproofing and replace or repair where necessary to ensure roof integrity.
 - Snow accumulation on roofs and rooftop solar panels must be removed to avoid damage to the roof or panels, the building structure, and anything below. Heavy snowfalls, drifting, and the gradual accumulation of snow and ice can lead to less-than-ideal snow guard performance.
 - Check each clamp set screw with a torque wrench to ensure proper fastening has been maintained (clamp-to-seam models).
 - Inspect sealant, tape, and adhesive. Remove and replace as needed.