



ARIZON
Structures

Arizon™ Structures

CUSTOMER SERVICE REQUEST FORM

FIELD SERVICE REQUEST AND AUTHORIZATION – INTERNATIONAL

To provide you with the highest quality of customer service, please complete and submit this form if needed.

Please copy this form as needed and FAX to 314-739-1556 ATTN: Customer Service.

DATE _____	CONTACT INFORMATION	INCIDENT # _____
NAME _____	PHONE _____	
COMPANY _____	FAX _____	
ADDRESS _____	CITY, STATE, ZIP _____	

At your request, ARIZON has agreed to send a service representative to your jobsite to investigate and/or repair the referenced problem. We must have authorization for issuance and payment of our invoice for the service call. Invoices will be for actual expenses plus \$750.00 per day for each full or partial day spent by each service representative at the jobsite. If parts are covered by warranty, which is the sole determination of ARIZON, there will be no charge for said parts; however, if parts are not covered under warranty these costs will be included at invoicing. Payment terms are Net 10 Days from the date of invoice. To expedite travel by our service representative to your jobsite, we require your authorization and purchase order # set forth below, which is given pursuant to the terms and conditions of sale set forth above and in ARIZON Structures Order # _____.

Company Name _____ Authorized Person _____

Billing Address (If different than above) _____

Purchase Order # _____ Signature _____
(WRITTEN PURCHASE ORDER MUST ACCOMPANY THIS FORM) (MUST BE LEGIBLE SIGNATURE)

SERVICE ORDER (TO BE COMPLETED BY TECHNICIAN)

EMPLOYEE NAME	EMP #	DATE	TIME ARRIVED	TIME DEPARTED	TOTAL HOURS (SU or SERV)	TOTAL TRAVEL TIME	MEAL ALLOWANCE
		SUN-					
		MON-					
		TUES-					
		WED-					
		THURS-					
		FRI-					
		SAT-					
				TOTALS			

SERVICE PERFORMED (Use back if necessary)

PARTS USED (Used back if necessary)

QTY	PART #	DESCRIPTION	QTY	PART #	DESCRIPTION
AIRFARE	CAR RENTAL	HOTEL	MISC CASH ADVANCE	MEAL ALLOWANCE	TOTAL CHECK
CUSTOMER SERVICE ADMINISTRATOR		DATE	CUSTOMER SIGNATURE		DATE
Signature			Signature		
Printed Name			Printed Name		



ARIZON COMPANIES

Terms and Conditions of Sale

- 1. Terms of Sale:** Sale of goods by Arizon companies L.L.C. ("Seller") to Buyer is made solely on the terms and conditions hereof notwithstanding any additional or conflicting terms or conditions, oral or written, that may be contained in any purchase order or other form of purchase, all of which additional or conflicting terms and conditions are hereby objected to and rejected by Seller. No representations or warranties other than those contained herein shall be binding upon Seller unless made in writing and signed by an officer of Seller. In any event, acceptance of a shipment shall constitute acceptance of these terms and conditions. The goods sold hereunder are custom manufactured and are exclusively described in Seller's Submittal.
- 2. Price:** All quotations, unless otherwise specified, are subject to acceptance by Buyer within thirty (30) days from date of quotation.
- 3. Terms of Payment:** Terms of payment are shown on the attached Schedule of Payments, but if not, progress payments are invoiced equally by Seller upon approval of Submittals, ordering of materials, commencement of manufacturing and completion of manufacturing all or any part of Buyer's order. All past due accounts will be subject to a service charge of up to one and one-half percent (1-1/2%) per month (or, if less, the maximum rate permitted by applicable law). All orders and shipments at all times are subject to the approval of Seller's Credit Department. Seller may require full or partial payment in advance of production or shipment if in the judgment of Seller the payment terms or financial condition of Buyer does not justify other terms. If Buyer delays shipments for any reason, payments shall become due from the date on which Seller notifies Buyer that Seller is prepared to make shipment, and storage thereafter shall be at Buyer's risk and expense. Acceptance by Seller of Buyer's partial payments shall not constitute a release of Buyer from any balance due claimed by Seller. Buyer shall pay all Seller's attorney fees and collection expenses in the event Buyer is in breach of the Terms of Payment or another other provision of these Terms and Conditions of Sale. Seller shall have an ongoing security interest in the goods and Buyer agrees to execute any forms requested by Seller to reflect this security interest. In addition to all other remedies, Seller may reclaim and repossess the goods.
- 4. Delivery:** Delivery shall be made F.O.B. Seller's plant or origination, unless otherwise agreed in writing. All goods are shipped at Buyer's risk. Any claims for damage or shortage in transit when goods are shipped by common carrier must be filed by Buyer against the carrier. Claims for factory damages or shortages are waived by Buyer unless made in writing to Seller within ten (10) days after installation of the Product and accompanied by reference to Seller's bill of lading and factory order numbers. Delivery dates or times which may be specified are not guaranteed. Seller shall not be responsible for any delay or failure to meet a shipment date caused by circumstances beyond the reasonable control of Seller or others, including but not limited to, acts of God, riots, strikes, accidents, lack of transportation, or shortages of fuel, power, labor or equipment. Buyer agrees to pay for the goods notwithstanding the fact that Buyer may be unable to receive or provide suitable storage space for any partial delivery. If stored by Seller, Buyer agrees to pay storage charges to Seller as an extra.
- 5. Taxes:** Buyer is responsible for all sales and use taxes. All taxes (except Seller's income tax) are the obligation of the Buyer, and Buyer agrees to hold Seller harmless for payment of all taxes.
- 6. Cancellations or Holds:** Accepted orders shall not be cancelled or placed on hold by Buyer, unless Seller consents in writing. In the event of cancellation, Buyer shall promptly pay to Seller as fixed, agreed and liquidated damages, and not as a penalty, a sum equal to direct and indirect costs of Seller plus ten percent (10%). In the event Buyer places its order on hold, and seller consents, Seller shall invoice Buyer for the portion of the work completed, including but not limited to, Seller's direct and indirect costs (storage, opportunity and all other costs) as determined by Seller, and Buyer shall pay said invoice as provided for in these terms and conditions of sale.
- 7. Field Services:** All Field Services provided by Seller, if any, are set forth in Seller's Submittal, are payable at Seller's current per diem rates plus expenses, are for one (1) trip to the jobsite, are non-refundable, are subject to two (2) weeks minimum advance notice in writing from Buyer stating Seller's goods and the jobsite are prepared for Seller's field services, and are subject to Buyer providing requested tools/equipment and qualified technicians to work with and be available to Seller's field service representative. Field Service work and all start-ups of Seller's equipment shall be by factory-trained and authorized technicians.
- 8. Warranty:** Seller expressly warrants that the exterior and interior fabric and workmanship on cable net sold to Buyer shall be free from defects for a period of ten (10) years [(15) years with Tedlar] from date of purchase, and said warranty shall be pro rated over the life of the Warranty period. All other goods sold to Buyer shall be free from defects in material or workmanship for a period of two (2) years from the date of shipment. If Buyer notifies Seller within the warranty period of a defective good, Seller at its option will repair or replace the defective goods F.O.B. at Seller's Plant. Seller at its option will repair or replace the fabric and/or cable net at the location selected by Seller. This warranty extends only to the original Buyer or purchaser. Any damage from improper handling, storage, abuse, misuse, or alteration of the goods in any manner voids Seller's warranty obligation. **THIS WARRANTY CONSTITUTES BUYER'S SOLE REMEDY. IT IS GIVEN IN LIEU OF ALL OTHER WARRANTIES. ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT IN NO EVENT AND UNDER NO CIRCUMSTANCE SHALL SELLER BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER THE THEORY BE BREACH OF THIS OR ANY OTHER WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE.** Labor or service costs, refrigerant losses, the physical or chemical effect on the goods from the use of air, water or steam, including costs for removing or installing parts, and any shipping charges are expressly excluded from this warranty. No person (including any agent or salesperson) has authority to expand Seller's obligation beyond the terms of this express warranty, or to state that the performance of the goods is other than that published by Seller. Failure by Buyer to pay in accordance with these Terms and Conditions of Sale voids Seller's warranty. Any lawsuit or claim other than a warranty claim shall be brought within one (1) year of delivery.
- 9. Under no circumstances shall the Seller be responsible for the condition of the subsoil at the installation site as it pertains to costs of excavation, or as it pertains to holding ability of the Sellers anchorage. Likewise where anchorage is attached to existing concrete work, the Buyer will be responsible for the quality and holding power of the concrete. The Seller will specify anchorage loads to be withstood and warrants its design to be sufficient to meet specified requirements. The Seller will provide technical assistance and advise to the Buyer but will not be responsible for customer site, sub-soil conditions or anchorage system. Seller is not responsible for any state, federal, county, city or other local codes and/or regulations and compliance related thereto.**
- 10. Returned Goods:** Goods may not be returned except by permission of an authorized Corporate Officer of Seller to St. Louis, Missouri. Goods returned without prior authorization shall be at Buyer's risk and expense with no obligation by Seller.
- 11. Field Rework, Repair and/or Modification:** The Seller will not be responsible for nor accept any costs incurred through field rework, repair and/or modification of its goods without prior written authorization by Seller. Product Changes: Upon notice and approval of Buyer, Seller reserves the right to change specifications and/or designs with no obligation to Buyer. If neither approval or rejection of proposed changes is received by Seller within five (5) working days, of written notice, proposed changes shall be automatically approved by Buyer.
- 12. Patents:** If any goods shall be manufactured or sold by Seller to meet Buyer's specifications or requirements and are not a part of Seller's standard product offering, Buyer agrees to indemnify and save harmless Seller from any and all damages, claims and demands for actual or alleged infringement of any United States or foreign patents because of such goods.
- 13. Any controversy or claim arising out of or relating to payment, or to Seller and Buyer's Submittal, contract or these Terms and Conditions of Sale, or any other matter, shall be settled by arbitration administered by the American Arbitration Association (AAA) under its Construction Industry Arbitration Rules in St. Louis County, Missouri, and Buyer and Seller hereby waive any appeal from the arbitration award and consent to the confirmation and entry of judgment thereon with or without notice in any court having jurisdiction thereof. Buyer and Seller agree to use the Fast Track Procedures provided for by AAA Rules and Procedures.**

Revised 3/26/2008