



Handy Andy Family of Companies

1200 E. First Street, Vidalia GA 30474

912-537-8572

www.hahwinc.com

"Making Your Dreams, Ours"

Terms and Conditions of Sale

This sale is expressly limited to and made conditional upon the terms and conditions herein excepting those which may be prohibited by law. Any terms in addition or different from those contained herein must be accepted by sell in writing. (See your Application for Credit for additional terms and conditions). Furthermore, objection to any terms contained herein shall be deemed to have been waived if any or part of the described goods is accepted.

1. **DISCLAIMER OF WARRENTIES:** Any warranties on the products sold hereby are solely those of the manufacturer and not of the seller. Seller hereby expressly disclaims all warranties, express or implied, including any warranty or merchantability or of fitness for a particular purpose. buyer accepts the products sold "AS IS."
2. **LIMITATION OF SELLER'S LIABILITY AND BUYER'S REMEDY:** Under no circumstance shall the seller be liable for any incidental or consequential damages, including, but not limited to those arising out of any defect, delay, non-delivery, shortage, breach of warranty, negligence or strict liability and all such damages are expressly excluded herein. Seller's sole liability and buyer's exclusive remedy for any cause of action arising out of this sale, including negligence and strict liability, is expressly limited, at seller's option, to the repair or replacement of the goods with respect to which such damages are claimed or the refund of the original price paid to the seller for such goods. Buyer shall not set-off or otherwise deduct any damagers whether actual or alleged, from payments due seller for such goods, unless such set off or deduction is authorized in writing by Seller as whole or part refund under the provisions hereof.
3. **WARPING & WEATHERING:** Seller does not warrant against, nor will be liable for, warpage occurring after delivery at Seller's shipping point, nor does Seller warrant against, nor will it be liable for checking, leafing, splitting and other weathering of lumber and plywood products. Seller is not responsible for covering deliveries.

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4. **TERMS:** Monthly closing date is the last day of the month (unless otherwise specified in writing.) Any charges or payments made after closing date will show on next month's statements. All charge accounts are due and payable by the 10th of the next month following the date of purchase. Any amount not paid by this date is considered past due and will have the maximum legal interest applied to the account.
5. **DESCRIPTIONS:** Buyer recognizes that many measurements in the lumber industry are descriptive only and are not to be taken literally and, if in doubt, Buyer will inquire of Seller.
6. **COLLECTION:** Should it become necessary to place Buyer's account for collection, the Buyer shall pay all costs thereof, including reasonable attorney's fees. In the event suit must be filed to collect this account, the venue for such action will be in the Seller's county/parish and payments hereunder are due at Seller's place of business.
7. **NON-WAIVER:** The Seller's failure to exercise any rights under this invoice upon one or more occasions shall not waive the Seller's right to exercise such rights on any other occasion.
8. **INVALIDITY:** Any partial invalidity herein shall not affect the whole.
9. **CLAIMS & RETURN GOODS POLICY: Check your order carefully.** Claims for shortage, damage, or error must be reported immediately to our driver on delivery. All Claims and Returned Goods must be accompanied by this invoice or a copy of Delivery Ticket. Custom Made or Special Ordered non stock material cannot be returned. These materials are to be used in and upon the premises above described. Merchandise credited must be in good resalable condition. No credit or claims allowing after 60 days. 20% handling charge will be charged on all returns.

Handy Andy Family of Companies

5 Great Locations to Serve You!

Andy's Home Center (Lyons, GA)	912-526-4865
Handy Andy (Vidalia, GA)	912-537-8572
Handy Andy Home Warehouse (Eastman, GA)	478-374-0075
Handyman's Home Center (Hazlehurst, GA)	912-375-5844
Hoboken Building Supply (Hoboken, GA)	912-458-2119

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