

Wagner Order 378700 Receipt

From: ecomorders@mailwagner.com

To: kaceehansen@yahoo.com

Date: Saturday, July 14, 2018, 08:43 AM MDT

Wagner Customer Receipt**Order Submitted****Thank you for your order.**

If you made a payment via Credit Card, we've placed an authorization on your card to hold the funds for your order. The authorization reserves the funds until your order has been verified and finalized.

Please print this receipt for your reference.

If you have any questions regarding your order, please don't hesitate to contact us at 1-888-243-6914 or info@mailwagner.com

Order Information

Wagner Order#: 378700
 Web Order#: 92920
 Wagner Account Number: C45366
 Order Date: 7/14/2018 9:43:01 AM
 Payment Method: Credit Card
 Credit Card Number: XXXXXXXXXXXX6960

Customer Service

E-Mail: info@mailwagner.com
 Phone: 1-888-243-6914

Billing Info

Kacee Hansen
 810 COLONIAL DR
 CHEYENNE,WY,82001-7418
 US
 Tel: 307-640-0530
 Email: kaceehansen@yahoo.com

Shipping Info

Kacee Hansen
 810 COLONIAL DR
 CHEYENNE,WY,82001-7418
 US
 Tel: 307-640-0530
 Email: kaceehansen@yahoo.com

Order Summary

Product Name	Unit Price	Qty	Subtotal
Item #: D285 Disk, Steel, 5 Inch Diameter, 1/8 Inch Thick	\$4.19	4	\$16.76

[Click here to give us feedback on your ordering experience.](#)

Sub Total **\$16.76**
 FedEx Ground Home **\$15.89**
Total \$32.65

If you have any questions, please visit our [Help Center](#), where you'll find information about shipping, order tracking, returns and more, all at your fingertips. If you need immediate assistance, please contact us at **1-888-243-6914** or **1-414-214-0444**

TERMS & CONDITIONS

The following provisions apply to all sales of finished goods, components and other products (individually, a "Product" and collectively, "Products") to you by either R & B Wagner, Inc. or Wagner Architectural (in either case, "Seller"). The seller will not accept modifications and or amendments to these terms and conditions without prior written approval from the seller and before any and all manufacturing is undertaken.

1. ACCEPTANCE. CONTRACT FORMATION BETWEEN YOU AND SELLER IS HEREBY EXPRESSLY MADE CONDITIONAL ON YOUR ASSENT TO ALL OF THE TERMS AND CONDITIONS OF SALE SET FORTH HEREIN AND IN ANY INVOICE OR OTHER DOCUMENTS PROVIDED BY SELLER IN CONNECTION WITH THE SALE OF ITS PRODUCTS (ALL OF SUCH TERMS AND CONDITIONS BEING REFERRED TO HEREIN COLLECTIVELY AS THESE "TERMS"). ORDERING ANY PRODUCTS FROM SELLER SHALL INDICATE YOUR UNDERSTANDING AND ACKNOWLEDGMENT OF SUCH CONDITION AND ASSENT TO BE BOUND BY THESE TERMS. ANY ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS PROPOSED BY YOU AT ANY TIME, WHETHER PROPOSED BEFORE, ON OR AFTER THE DATE OF SALE, ORALLY OR IN WRITING, UNLESS SUCH TERMS AND CONDITIONS ARE AGREED TO IN WRITING BY A DULY AUTHORIZED REPRESENTATIVE OF SELLER, ARE HEREBY REJECTED IN THEIR ENTIRETY BY SELLER AND SHALL BE DEEMED BY SELLER A MATERIAL ALTERATION OF THESE TERMS. NO COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE SHALL APPLY TO ANY SALE OF PRODUCTS UNLESS EXPRESSLY AGREED TO IN WRITING BY SELLER.

2. ORDER CHANGES. You may not cancel or make changes to your order except by a written instrument signed by a duly authorized representative of Seller. Changes to orders may not be possible based on warehouse picking schedules.

3. PRICE. Products are invoiced at prices in effect at the time of the order and Seller's prices are subject to change without notice. You understand that Seller's prices do not include taxes and other charges, including, without limitation, shipping, which Seller may be required to pay in connection with the sale and/or transportation of Products hereunder, which shall be paid by you in addition to the prices quoted or invoiced. In the event Seller is required to pay any such taxes or charges, you agree to promptly reimburse Seller in full for such amounts. All content and information contained on our websites is subject to change at any time and without notice. However, R&B Wagner, Inc. disclaims any duty to update any such information and is not responsible for any inaccuracies in such information resulting from a failure to update.

4. ENGINEERING APPROVAL: Approval drawings are generated by Seller based on information provided to Seller by Buyer or agents acting on behalf of Buyer. Approval drawings are interpretations of field conditions as depicted within Buyer communications or as directed by Buyer to Seller. These drawings are accurate to the extent that Buyer-provided communications accurately depict ultimate field conditions. **VERIFYING FIELD CONDITIONS TO SELLER-GENERATED APPROVAL DRAWINGS IS THE RESPONSIBILITY OF THE BUYER.** Seller cannot be held liable for rework, damages, back-charges or schedule delays due to incorrect Approval Drawings. All Engineering cost are non-refundable.

5. MINIMUM ORDER. Minimum order for FedEx shipments: \$75.00. FedEx shipments entered online using the web portal www.shop.wagnercompanies.com are excluded from minimum order charges. Minimum order for truck shipments: \$150.00. All minimums are exclusive of freight, packing, handling and any relevant state taxes where applicable.

6. DELIVERY.

1) Unless otherwise agreed in writing by the Buyer and Seller, all Products are shipped Free Carrier (FCA INCOTERMS 2010) Seller's applicable manufacturing facility, Freight Collect.

2) Unless otherwise agreed in writing by the Buyer and Seller, if shipping freight prepaid/prepaid add, all Products are shipped Carriage Paid To (CPT INCOTERMS 2010) Destination Consignee and all Products are shipped by carrier(s) of Seller's choice.

3) Unless specifically in writing at the time of order and agreed by both parties, seller is not responsible for any related claims or penalty resulting from delay in delivery.

4) Orders of stocked items received before 1pm CST, which can be shipped via FedEx, will be shipped same day. If your order exceeds the weight and or length requirements to be shipped via FedEx, shipping will take place as soon as possible thereafter once appropriate shipping costs are calculated and communicated.

5) Ecommerce Orders. Your order will be reviewed prior to release to confirm stock and method of shipment. ***If your shipment is better handled via common carrier, you will be contacted with an updated order acknowledgement. Note: Material longer than 8 feet must ship by common carrier. All orders containing long length material are subject to a \$50 handling charge.***

7. PAYMENT.

1) Standard Payments: Orders shall be prepaid by check or credit card.

2) Credit: Terms of 30 days' net with a 1% discount for payments within 10 days from date of invoice are available upon approval of credit. Payment for Products must be made within thirty (30) days of the invoice date unless otherwise agreed in writing by Seller. Payments not made when due shall be subject to a late charge accruing from the date due until paid in full at the fixed rate of 1.5% per month (but not exceeding the maximum charge permitted by applicable law.) You shall pay Seller all costs and expenses, including, without limitation, attorneys' fees, incurred by Seller in connection with its collection of your overdue account.

3) Custom Architectural: A deposit of 50% is required at time of order and prior to release of approval drawings, unless alternate deposit terms are agreed to in writing at time of order placement. Final payment in full is required prior to shipment of product

8. Taxation. All quotations and or orders with shipping addresses in the following states will be subject to the applicable local State sales tax. All orders placed from the States listed below will be invoiced inclusive of the applicable States sales tax at time of shipment unless a current exemption certificate has been filed with the R&B Wagner, Inc. accounts department. Alabama, California, Colorado, Connecticut, Florida, Georgia, Idaho, Illinois, Indiana, Iowa, Louisiana, Maryland, Massachusetts, Minnesota, New Jersey, New York, North Carolina, Pennsylvania, South Carolina, Tennessee, Texas, Utah, Virginia, Washington, and Wisconsin. ***If we do not have your State Certificate on file, you will be billed for tax prior to shipment.***

9. LIMITED WARRANTY AND REMEDY.

1) Nonconforming Products. If any Products do not conform to the Applicable Limited Warranty (Section 2 or 3), and if you report within 10 days of product delivery such nonconformity in writing to Seller (and, in any event, not later than thirty (30) days after the end of the Warranty Period), Seller shall, at its option, (a) repair such nonconforming Products, (b) exchange such nonconforming Products, or (c) refund to or credit you for the invoice price of such Products. Such repair, replacement, refund or credit shall be Seller's sole obligation with respect to any warranty or other claim relating to any Product sold to you. You shall inspect all Products promptly upon receipt and shall give written notice to

Seller of your rejection of Products for failure to conform to the Limited Warranty. If you claim that any Product does not conform to the Limited Warranty, you shall return all nonconforming Products to Seller simultaneously with your delivery of the written notice applicable to any such claim. You acknowledge and agree that your failure to return all nonconforming Products to Seller shall render the Limited Warranty null and void.

2) Limited Warranty Non-Electrical. Seller warrants to you, and to you alone, that for a period of **[twelve (12) months]** (the "Warranty Period") from the date of shipment from Seller's applicable manufacturing facility all Products sold by Seller to you shall, at the time of shipment from Seller's applicable manufacturing facility, conform in all material respects with Seller's standard specifications for such Products in effect at the time of order. The warranty made by Seller in the preceding sentence is hereinafter referred to as the "Limited Warranty." You must return the entire Product to be entitled to any remedy pursuant to the Limited Warranty and the Limited Warranty shall be null and void if the Products have been tampered with, disassembled or subject to abuse or misuse by you or any user of the Products.

3) Limited Warranty Electrical Components. R&B Wagner, Inc. hereby warrants that the Products will be free of defects in material and/or workmanship for a period of five (5) consecutive years from immediately following the Effective Date, which was the date of Product shipment and acceptance of the Product by the Installer. This Limited Warranty excludes:

4) Normal wear and tear and damage or failure due in whole or in part by acts of God, falling objects, external forces, explosions, fire, riots, civil commotion, act of war, radiation or other occurrences beyond R&B Wagner, Inc.'s control;

5) Corrosion and/or rust due in whole or in part to end users failure to properly maintain the Products or deterioration common to the environment (in areas of high salt concentration such as adjacent to the seashore, a systematic maintenance program must be instituted to clean the surface so as to prevent the accumulation of concentrated salt deposits);

6) Performance or workmanship of Installer or any other contractor involved with the Project or otherwise beyond the warranty(ies) provided by any third party supplying material and/or labor to R&B Wagner, Inc. in connection with R&B Wagner Inc.'s manufacture of the Products, including infill, paint and other similar coatings. and grout; and/or

7) Misuse, alteration, abuse, neglect, improper installation, tampering, disassembly and other actions or omissions of third parties.

8) Warranty Claims. Claims under this Limited Warranty must be made known to R&B Wagner, Inc., in writing by Certified Mail, Return Receipt Requested, to the attention of Quality Manager at R&B Wagner, Inc.'s office located at 10600 West Brown Deer Road, Milwaukee, Wisconsin 53224, within 60 days of the date Installer knew or should have known of a condition or conditions covered by this Limited Warranty. In no instance however shall this notice provision extend the time period or length of this Limited Warranty. R&B Wagner, Inc. must be provided a reasonable opportunity to inspect and correct the claimed defect directly and/or through a third-party contractor of R&B Wagner, Inc.'s choosing. Any alleged corrective action or treatment taken or work performed upon a claimed defect by anyone other than R&B Wagner, Inc or it's chosen contractor shall void this Limited Warranty.

9) No Other Warranties or Remedies. R&B Wagner, Inc.'s obligation to correct a defect which is covered by this Limited Warranty shall be R&B Wagner, Inc.'s sole obligation and Installer's sole remedy in the event of such a defect. Except as expressly set forth herein, R&B Wagner, Inc. makes no other warranties, express or implied, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose or use, with respect to any Products. Under no circumstances shall R&B Wagner, Inc. be liable for any indirect, consequential, incidental, special, exemplary or punitive damages or damages for lost profits or damages to reputation or goodwill as a result of any defect in the Products.

DISCLAIMER: THE LIMITED WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES WHATSOEVER, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, USAGE OF TRADE OR NONINFRINGEMENT, EACH OF WHICH SELLER EXPRESSLY DISCLAIMS. IN NO EVENT, SHALL SELLER BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OR DAMAGES FOR LOST PROFITS OR DAMAGES TO BUSINESS REPUTATION OR GOODWILL ARISING OUT OF OR RELATED TO THESE TERMS OR PERFORMANCE OR BREACH HEREOF (INCLUDING, WITHOUT LIMITATION, PRODUCT RECALLS AND BREACH OF WARRANTY), EVEN IF SELLER IS ADVISED IN ADVANCE OF THE SAME.

10. RETURN POLICY

1) Non-Stock Items/Clearance/Engineered Product are made to order and cannot be returned.

2) R&B Wagner, Inc. will replace at the point where delivery of the material is first made or, at our option, we will allow credit for the purchase price of such material if, and to the extent, i. the material is defective or not in conformity with the agreed specifications ii. you have notified R&B Wagner, Inc. of the defect within ten (10) days of the delivery of material and iii. R&B Wagner, Inc. has been given reasonable opportunity to inspect the material.

3) All returns must be authorized by the R&B Wagner, Inc. and made within thirty (30) days of purchase. Returns are subject to a 25% restocking charge -- minimum charge: \$40.00. After thirty (30) days, returns may still be considered but the restocking charge will increase to 50%. Returns will not be accepted after ninety (90) days. Cost of returning goods is the customer's responsibility unless the error is attributable to the R&B Wagner, Inc. Contact R&B Wagner, Inc.'s Customer Service at 1-414-214-0444 to obtain a return authorization.

11. INDEMNIFICATION. To the maximum extent allowed by law, you shall defend, indemnify and hold harmless Seller and each of its directors, officers, employees, shareholders, affiliates, agents, representatives, successors and assigns (each, an "Indemnified Party") against all claims, actions, demands, legal proceedings, judgments, settlements, sums, costs, liabilities, losses, obligations, suits, actions, damages, penalties, fines, interest and other expenses (including, without limitation, attorneys' fees) that any Indemnified Party may incur or be legally obligated to pay as a result of (i) your negligence, use, ownership, maintenance, transfer, transportation or disposal of any Products; (ii) any infringement or alleged infringement of the intellectual property rights of third parties arising from your plans, specifications or adjustment of Products ordered by you; (iii) your violation or alleged violation of any federal, state, county or local laws or regulations; or (iv) your breach of any of these Terms. Seller's remedies under these Terms are cumulative and in addition to any other remedies available to Seller at law, in equity, by contract or otherwise. No purported limitation on Seller's remedies contained in any purchase order or other agreement, instrument or document provided by you shall operate to reduce your indemnification obligations hereunder.

12. SET-OFF. Seller may, at any time and from time to time, set-off any amount owing from Seller to you or any of your affiliates against any amount owing by you or any of such affiliates to Seller.

13. NON-WAIVER. Seller's failure to enforce any provisions of these Terms shall not operate as a complete or partial waiver of such provisions or rights and the same shall remain in full force and effect.

14. FORCE MAJEURE. Seller shall not be liable to you or any other person for any delay in delivery or failure to deliver Products, directly or indirectly caused by fire, explosion, accident, flood, labor difficulties or shortage, war, act of terrorism, act or regulation of any governmental body, act of God or any other circumstance or cause beyond the control of Seller.

15. ASSIGNMENT. You may not assign any of your rights or obligations under these Terms without the prior written consent of Seller and any

15. ASSIGNMENT. You may not assign any of your rights or obligations under these terms without the prior written consent of Seller and any attempted assignment without such consent shall be null and void.

16. SEVERABILITY. If any provision of these Terms shall under any circumstances be deemed invalid or inoperative, these Terms shall be construed with such invalid or inoperative provision deleted, and the rights and obligations of the parties shall be construed and enforced accordingly.

17. GOVERNING LAW; VENUE. These Terms and all transactions between Seller and you shall be governed by and construed in accordance with the internal laws of the State of Wisconsin, without regard to any conflicts of law principles. Any action or proceeding involving any dispute, claim or controversy relating to or arising from these Terms or such transactions, which cannot be resolved amicably, shall be commenced exclusively in the federal or state courts located within Milwaukee County, Wisconsin, and you consent to the exclusive jurisdiction of such courts and waive any objection to such jurisdiction.

18. MODIFICATION. These Terms shall not be amended, supplemented or otherwise modified except by a written agreement executed by duly authorized representatives of you and Seller.

19. BINDING EFFECT. These Terms shall be binding on, and inure to the benefit of, each of you and Seller and our respective successors and permitted assigns.

20. DESTINATION CONTROL STATEMENT. These products or technologies were exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. law prohibited.

21. CURRENCY STATEMENT. Quotations are quoted in US Dollars.