TERMS & CONDITIONS

How to Order
Orders can be made by submitting a list or drawing and in return, Agam Group, Ltd. (Agam) will assist with engineering and fulfilling orders.

Prices
All prices are subject to change without notice. After placing an order, the customer receives a Customer Order Acknowledgment via email, which indicates in detail the scope of the work and the pricing. Orders will not be processed without Agam receiving a signed copy of said Customer Order Acknowledgment.

Freight
Prices are F.O.B. shipping point, (Elkridge, Maryland). Agam will ship FedEx, FedEx Freight, UPS Ground or other (if specified), size and destination permitting. Agam will attempt to comply, but will not guarantee, requested shipping date, loading, and routing instructions.

Credit Card Payments
For credit card payments, a separate charge for freight will be applied to your card once the product has shipped unless you designate the order to ship on your USP or FedEx account number.

Damaged Merchandise
Concealed damage can occur from rough handling by carriers, and the amount of this damage is collectible by recipient from the carrier upon proper presentation of proper claim with the carrier. If damage occurs, the customer must notify Agam and note the damage on the Bill of Lading (BOL) and take pictures.

Claims
All claims must be made within 10 days after receipt of goods. Risk for the goods falls upon the purchaser upon leaving warehouse of the seller.

Return of Merchandise
No returns of merchandise will be accepted without the prior written approval of Agam. With official return authorization, returns will be accepted for credit only against future purchases and no refund for any return credit will be made. All returns will be: (1) subject to 33 1/3% restocking charge, (2) computed on current price or sales price, whichever is lower and, (3) accepted only on a prepaid freight basis. Cut-to-size pieces, painted pieces, and in general non-stock items are not acceptable for returns. Unless Agam Group, Ltd. receives goods within 15 days of return authorization, the return authorization is void.

Rental
Products rented from Agam are subject to timing limitations and proper care when in use. Rental duration is from 10 calendar days prior to the event and up to 10 calendar days after the event. This time frame is measured from the day the properties leave Agam’s dock to the day they return to Agam’s dock. Late returns are subject to a fee, which is equal to the original rental price. Upon return, rental items will be inspected. Any missing pieces or damage (beyond normal wear and tear) is the responsibility of the client and replacement costs and/or repairs will be billed accordingly.

Minimum Order
Our minimum order is $100.00. Orders less than $100.00 are subject to a $20.00 handling charge.

Warranty
Agam’s warranty is limited to shipping a replacement for any defective item providing a written claim is made 10 days from receipt of goods. Agam will not allow or pay any claims resulting from use of such items, or any consequential damages. Seller warrants that, at the time of shipment, the goods will be as described in the order. There are no other warranties, either expressed or implied. Determination of whether or not a return is made, the return authorization is void. Any return credit will be made. All returns will be: (1) subject to 33 1/3% restocking charge, (2) computed on current price or sales price, whichever is lower and, (3) accepted only on a prepaid freight basis. Cut-to-size pieces, painted pieces, and in general non-stock items are not acceptable for returns. Unless Agam Group, Ltd. receives goods within 15 days of return authorization, the return authorization is void.

Terms
Shipment and deliveries shall at all times be subject to approval of Seller’s credit department and Seller may require at any time payment in advance or satisfactory security or guarantee that invoices will be promptly paid when due. A service charge of 1.5% per month will be made on all past due accounts. Customer agrees to pay reasonable attorneys and/or collection agent fees in excess of amount owed, if account is referred for collection or suit.

Security Agreement
In the event of an order as a result of this proposal, the buyer agrees that the seller hereby retains security interest in the goods described herein until the unpaid balance of such goods and merchandise is fully paid. It is expressly agreed and understood that in case of default, seller shall be entitled to possession of the goods and merchandise, and/or the entire balance shall become due and payable immediately.

agam.com
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