



## TERMS & CONDITIONS

1. The sale of any items or services by Seller to Buyer is covered by the terms and conditions contained herein. These terms and conditions contained herein are incorporated by reference into any and all "quotes" provided by Seller to Buyer. Buyer shall be deemed to have assented to all terms and conditions contained herein upon Buyer's issuance of a Purchase Order or in the absence of a Purchase Order through Buyer's delivery of the material to Seller.
2. Payment in full shall be made within the terms agreed upon between Buyer and Seller. In the absence of agreed upon terms, the terms are "COD" (Cash on Delivery) until Buyer provides Seller with three trade references and a bank references and Seller thereafter assents to terms. Unless expressly agreed upon between Buyer and Seller, if the terms are COD, Seller reserves the right to withhold the release of processed material in the absence of payment and fulfillment of the agreed upon terms. After thirty (30) days of withholding the release of the material, Seller reserves the right to sell Buyer's material in fulfillment of payment. Any excess from the sale of material, minus Seller's costs of selling the material, shall be remitted to Buyer. If Seller's sale of the material does not cover the Purchase Order price, Seller reserves the right to pursue any available equitable or legal remedies to ensure fulfillment of complete payment.
4. Unless otherwise agreed upon Buyer and Seller, any transportation of material is the sole responsibility of Buyer. All risk of damage in transit by common carrier is borne by Buyer.
5. Due to the variance of acceptable surface finishes inherent in available stainless-steel mill product, Seller polishes material on a best effort basis. Seller is unable to guarantee against deep surface pitting, ripples, gauge tolerances, mill edge issues, camber, twist or the rounding of precut holes after polishing.
6. Buyer must notify Seller of any deficiencies in the provided services or finishes within thirty (30) days of receipt of the processed material. If Buyer objects to provided services or finishes, Seller reserves the right to cure any defects prior to rework of the processed material by another vendor other than Seller. In the case of a defect, Seller's responsibility shall be limited to repayment of the purchase price or the replacement, at Seller's option. Seller's liability for repayment shall be limited to instances where Seller cannot cure the defects. In no event, whether as a result of breach of contract, warranty, tort, including negligence and strict liability, or otherwise shall Sellers liability to Buyer for any loss or damage arising out of, or resulting from this contract, or from its performance or breach, or from the services provided, exceed the fair market value of the material provided by Buyer to Seller
7. Seller will process material in accordance with industry standards for finishes. Industry standards mean the usual and customary standards of the Metals Service Centers Industry. These standards are not to be replaced by other industry standards unless otherwise agreed upon by Buyer and Seller. If Buyer provided sample finishes to Seller for Seller to match, Buyer's acceptance of the finished sample when reproduced by Seller constitutes Buyer's acceptance of the ultimate finish on all corresponding pieces of material.
8. Buyer must notify Seller in writing of its intention to cancel an order. Seller is entitled to payment for all work performed up to and including the date of Buyer's cancelling of the order.
9. This contract shall be governed by the laws of the state of New Jersey. Buyer hereby waives the right to trial by jury in any action or proceeding in connection with this contract.
10. Except for the description of the items or the services set forth or any of the conditions contained herein, Seller makes no warranties of any kind, and excludes all warranties, express or implied by law otherwise. There is no warranty of merchantability or fitness for any purpose whatsoever.
11. The failure of Seller to insist in any one instance or more upon strict performance of any of the terms or conditions hereof, or to exercise any right or privilege herein conferred, shall not be construed as a waiver of such terms, conditions, rights, or privileges, but same shall continue remain in full force and effect. Any waiver by Seller of any violation of breach of or default under any provision of this contract by Buyer shall not be construed as, or constitute, a continuing waiver of such provision, or waiver of any other violation of, breach of, or default under any other provision of this contract.
12. This contract constitutes the entire and only agreement between the parties respecting the subject matter hereof, and any prior arrangements, representations, affirmations of fact, courses of prior dealings, promises of conditions in connection therewith or usages of the trade not incorporated herein shall not be binding on either party unless provided otherwise.