

MACKSTEEL WAREHOUSE, INC

Terms & Conditions

CONTRACT BETWEEN BUYER AND SELLER: A written order and acknowledgment, or written acknowledgement by seller of a verbal order shall constitute a contract between Buyer and Seller. Contract may not be amended or rescinded except by written agreement by both parties.

CREDIT: All shipments shall be subject to the approval of Seller's Credit Department. If the financial responsibility of the Buyer is unsatisfactory, or becomes impaired, or if Buyer fails to make any payment in accordance with the terms of the contract, then Seller may defer or decline to make any shipments except upon receipt of satisfactory security or cash payments in advance, or Seller may terminate the contract. When credit has been extended to Buyer, terms of payment shall be net thirty (30) days.

WARRANTY: Seller warrants that products sold to Buyer shall be free from defects in material and workmanship and shall conform to specification. EXCEPT FOR SUCH WARRANTY, THE SELLER DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE AND INCLUDING BUT NOT LIMITED TO ANY ORAL OR WRITTEN DESCRIPTION OF THE PRODUCTS, THEIR CHARACTERISTICS OR PROPERTIES OTHER THAN THAT SPECIFICALLY STATED IN THE AFORMENTRIONED LIMITED WARRANTY. Seller shall have no liability for consequential or incidental damages to persons or property arising from its supply of products. In the event that its products are not as warranted, Buyer's sole remedy will be, at Seller's election, replacement of the product or return of the purchase price. Prior written approval from the Seller must be secured before returning any merchandise for credit.

DELAYS: Seller cannot be held liable for loss or damage arising from delay in fulfilling or failure to fulfill any accepted order in accordance with its terms where such delay or failure is caused by shortage of materials, delays in carriers, embargoes, fire, flood, strikes, riots, wars, acts of God or other causes beyond our control.

PRICE: Prices are based on existing conditions and are subject to change if shipment of items is not taken within 30 days of order. A minimum order or pack size may apply to stock items and non-stock items.

EQUIPMENT: Any equipment (including jigs, dies and tools, etc.), which Seller constructs or acquires specifically for use on Buyer's order, may or may not be charged to Buyer, subject to confirmation by contract.

CANCELLATION: Said contract is subject to cancellation only upon Seller's acceptance of such cancellation in writing and the effective date of cancellation shall be the date of such acceptance. Payment of cancellation charges may be assessed and shall be made by Buyer upon receipt of statement. Cancellation charges shall not exceed the purchase price of the cancelled portion of the contract.

WEIGHT, QUANTITY AND TINT VARIANCES: All orders and prices, unless specified otherwise in writing, are based upon Buyer accepting industry standard weight tolerances on each individual item. On orders for custom or non-stock items, buyer may be required to accept over-run or under run quantities, subject to industry standard practice. Atmospheric oxidation can occur when warehousing aluminum. This may result in some tint variation of items.

MATERIAL RETURNS – We limit our responsibility to replacement of the material. No consequential damages, charges for labor, tooling or time will be allowed. Seller must be notified within 10 days after delivery of Buyer's request to return merchandise. No merchandise returns will be accepted without prior authorization. Customers must contact their inside salesperson for authorization. Material accepted as return for credit, where no error on our part exists, will be subject to restocking charges. Cash payment to seller for returned merchandise will not be allowed.

Certain items, such as aluminum thin sheets, are so easily damaged in transit or in the customer's shop, that we do not accept returns.

However if the material was plated, polished, masked, or changed from a standard by cutting or sawing, the likelihood is that we cannot accept return. Any such goods must be handled by negotiations.

Return privileges do not apply in the case of extraordinary quantities or special ordered items obtained for a specific customer order.

RETURN GOODS - DEFECTIVE MATERIAL – In any case where a shipment proves to be unsuitable, it is understood the buyer will immediately discontinue its use and advise the seller of the facts. This will give the seller an opportunity to make a decision so further loss may be prevented or minimized.

QUOTATIONS – All price quotations are subject to change without notice, prior sale and, unless otherwise specified, are for immediate acceptance. All sales are made subject to material availability at time of order.

CONFIRMATION OF ORDERS – Every effort is made to ship verbal orders exactly as requested. However, when material is processed and/or shipped prior to receipt of a written confirming order, we cannot assume responsibility for any deviation from instructions or specifications contained on the confirming order.

PATENT PROTECTION: Seller agrees to indemnify Buyer against any claims or liabilities for or by reason of alleged patent infringement arising from the manufacture or sale of any product furnished Buyer hereunder except where the specifications, process, design or method of manufacture originated in Buyer, in which event Buyer agrees to indemnify Seller in like manner.

TAXES: All prices are subject to the net additions of all Federal, State, or Municipal taxes or charges, which may be established or levied upon or assessed against the merchandise under contract.

MATERIAL REPORTS AND CERTIFICATIONS: Mill Test Reports and other certificates and documents must be request during order placement. Macksteel cannot guarantee the availability or accuracy of documentation unless requested during order placement.