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## **Sales Agreement Terms & Conditions**

### **Quotation & Prices**

All quotations made by Sunbelt Metal Processing, Inc. or our agents are subject to prior sale of material quoted and/or price change without notice. Quotes are valid for 15 days from date of quote. If material quoted sells before Buyer places an order, Sunbelt Metal Processing, Inc. will attempt to find material to fill the order but may have to offer another quote based on cost of replacement material. In this case, Sunbelt Metal Processing, Inc. cannot guarantee that the material can be bought, delivered and processed quick enough to meet the Buyers required delivery date. Sunbelt Metal Processing, Inc. makes no representations and gives no warranty that the materials purchased by Buyer will be suitable for Buyer's intended use.

### **Terms Of Sale**

Sunbelt Metal Processing, Inc. offers a  $\frac{3}{4}\%$  discount 10 days or net due in 30 days from date of invoice. A finance charge of  $1\frac{1}{2}\%$  monthly or maximum allowed by law will be accrued on invoices not paid by due date. Payment shall be made in U.S. currency and payable to Sunbelt Metal Processing, Inc. and sent to 3235 Town Manor Circle, Dacula, GA 30019. Should the credit of the Buyer in the judgment of Sunbelt Metal Processing, Inc. become impaired and/or default at any time, Sunbelt Metal Processing, Inc. has the right to suspend any further shipments, require default to be corrected before any further shipments are made and/or require immediate performance of the Buyer on any and all default obligations currently owed to Sunbelt Metal Processing, Inc. If Buyer fails to correct any defaults and/or indebtedness as agreed herein, and such default and/or indebtedness is placed in the hands of a third party for collection, or if such defaults and/or indebtedness is collected through probate of bankruptcy, Buyer agrees to pay all reasonable collection fees including court cost. Sunbelt Metal Processing, Inc. acceptance and terms applying to any order is subject to the approval of our Credit Department.

### **Delivery To Customer**

At the time of quoting, all efforts are made to meet the delivery requirements of the Buyer. Sunbelt Metal Processing, Inc. takes great pride in meeting the Buyers required delivery dates. However, occasionally with processing such as slitting, blanking, edge conditioning, rerolling, equipment maintenance, strikes, accidents or any other causes beyond the control of Sunbelt Metal Processing, Inc. a shipment may not meet the Buyers required delivery date.

### Inspection By Customer

Upon delivery of the Buyer's order, the material supplied by Sunbelt Metal Processing, Inc. should be inspected for any defects, damage and shortages of the order. If any defects, damage or shortages are found, notify Sunbelt Metal Processing, Inc. immediately to discuss course of action. Sunbelt Metal Processing, Inc. must approve of return of rejected material and reserves the right to arrange carrier for return shipment. Any transportation charges incurred due to unauthorized return shall be the Buyer's sole responsibility and liability. Damage, shortages and moisture present upon receipt must have a notation made on the carrier's Bill of Lading. Copies should be made of the Bill of Lading with the notations, at least 3 (1 for the Buyer, 1 for Sunbelt Metal Processing, Inc. and 1 for the carrier). All copies should be signed by the carrier's representative prior to your acceptance of the material. Claims against the carrier should be filed immediately.

### Rejection Claims By Customer

Claims to Sunbelt Metal Processing, Inc. for defects, damages or shortages must be made by the Buyer in writing with a detailed specific reason given as to why material is being claimed for rejection within a period of ten (10) days after delivery. Any claims made for any reason, other than dimensions, thickness or hardness, will not be honored after thirty (30) days after shipment delivery date. Failure to make a written claim within specified time constitutes an acceptance and admission that the order fully complies with the specifications, condition and terms required by the order. The liability for Sunbelt Metal Processing, Inc. shall be limited to the stated selling price of the defective or missing material and shall in no event include special or consequential damages including damage, labor, profits, loss of profits, loss or other expense alleged to have been caused directly or indirectly from claim. Material on claim shall not be sold, resold or scrapped by the Buyer prior to resolution of the claim. If material is scrapped as a result of the claim, the scrap value will be deducted from the buyers credit based on agreed upon current scrap rates. Deductions should not be made from payments prior to resolution of claim. Credit will only be issued after a resolution is agreed upon in writing.

Buyer understands and agrees to notify Sunbelt Metal Processing, Inc. in writing and by certified mail of any change in ownership, name change or address change.

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Print Signature: \_\_\_\_\_

Date: \_\_\_\_\_