

GENERAL CONDITIONS OF SALE

1. **DEFINITIONS:** The word Seller as used herein means Rollfab Metal Products, LLC, and the word Buyer means the purchaser of material hereunder from the Seller.
2. **CREDIT APPROVAL:** Acceptance of orders is at all times subject to the Rollfab's credit approval and Rollfab reserves the right to require full or partial payment in advance if, in Rollfab's opinion, the financial condition of the Buyer does not justify shipment of material. If at any time, in Rollfab's judgment, reasonable doubt exists as to the Buyer's financial responsibility, or if Buyer is past due in payment of any amount owing to Rollfab under this or any other contract, Rollfab reserves the right, without liability and without prejudice to any other remedies, to suspend performance, decline to ship, or stop any material in transit, until Rollfab receives payment of all amounts owing to Rollfab, whether or not due, or adequate assurance of such payment.
3. **TERMS OF PAYMENT:** Terms are net cash thirty (30) days from the date of each invoice. Each shipment will be invoiced when shipped. Liquidated damages for late payment shall be charged at the rate of 1-1/2% per month. No retention allowed. For projects where the requested shipment date is delayed due to project scheduling and materials are purchased and held to meet Buyer's originally requested shipment date, payment of 60% of the total order shall be due 30 days from the original scheduled shipment date. The remaining balance will be billed at time of shipment, net 30 days.
4. **PRICE EXTRAS:** Buyer agrees that for unit price orders, upon Rollfab's receipt of cut list, the following price extras will be payable by Buyer and included in the final invoice. Panels less than 6'0" length will be charged \$1.50 per sheet. Less than five (5) sheets per length will be charged \$1.50 per sheet. Light skid packaging will be charged \$59.00 per skid less than 2,000 pounds. Requests for export packaging will be charged \$.05 per pound for galvanized and /or painted steel and \$.12 per pound for aluminum.
5. **TIME:** Rollfab will complete performance hereunder within the times herein stated subject to the express condition that
 - a. All required information (including complete, final and approved design drawings and specifications and approval of shop drawings) is received by Rollfab in such time and manner as will not delay or interfere with Rollfab's performance; and
 - b. The material, supplies, energy and fuel necessary for Rollfab's performance hereunder are available to meet the shipping schedule. Should shortage for any reason occur in Rollfab's supply of material, Rollfab may allocate it in such a manner and amount as Rollfab shall determine. Rollfab may suspend or reduce performance during any period of unavailability or shortage and extend the time for performance as necessary due to such period of unavailability or shortage. Rollfab shall not be liable for any loss or damage, including any special or consequential damages, due to delay resulting from any cause beyond Rollfab's reasonable control, including but not limited to, acts of God, fires, the elements, accidents, strikes or other labor difficulties, war, riots, or national emergencies; embargoes, governmental acts, regulations or requests, priorities of any kind, delays by transportation companies, shortages of energy, fuel, supplies or material or delays in obtaining material from usual sources of supply. If during the period of any delay in performance resulting from any cause beyond Rollfab's reasonable control, Rollfab's costs are increased, Rollfab may pass such cost increases onto Buyer.
6. **STORAGE:** If Buyer is unable for any reason to accept delivery of material according to the mutually established schedule, Rollfab, at its option and after three (3) days written notice, may place it in storage either at its plant or elsewhere and Buyer shall, upon Rollfab's demand, pay Rollfab for such material and reimburse Rollfab for all costs and expenses which it incurs in storing, protecting, handling and disposing of it.
7. **WARRANTIES:** Rollfab warrants all material purchased by Rollfab for a period of one (1) year. This warranty period shall begin the day the material is delivered. Rollfab warrants only that the materials are free from unreasonable defects in quality or manufacture and are suitable for the ordinary purposes for which such materials are used. All materials are subject to industry standard tolerances for thickness, length and finish. Claims for water marking, "white rust" and staining of material will not be honored by Rollfab unless it is determined by both parties that the material was in such condition before leaving our plant. Rollfab cannot be responsible for a satisfactory color match between the paint on new panels and older existing panels. Some color change must be expected on all finishes. Exposure to weather and dirt accumulation will cause differences in exposed and unexposed paint finishes. Products with large flat areas may have a tendency to oil can. **NO RETURNS WILL BE ACCEPTED FOR OIL CANNING. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF, AND EXCEPTING THE FOREGOING EXCLUSIVE WARRANTY, ROLLFAB MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE MATERIALS.** Buyer's exclusive remedy for Rollfab's breach of contract or warranty shall be, at Rollfab's option, either (1) repair and /or replacement of materials or part thereof, or (2) payment to Buyer of the price of the materials or a part thereof. Because the sales price herein makes no provisions for such risk, Rollfab shall in no event be liable to Buyer for any special or consequential damages including, but not limited to, erection costs, lost profits, good will loss of time, inconvenience or commercial loss.
8. **ROLLFAB'S DRAWINGS:** Drawings prepared and furnished by Seller, when approved by the Buyer or Architect, shall be deemed the correct interpretation of the material to be furnished.
9. **CHANGES IN WORK:** Seller will proceed with changes in the work herein specified only upon receipt of written order from Buyer specifying the requested changes and containing an agreed price and schedule adjustment. Rollfab's election to proceed without prior written order in any instance shall not be deemed a waiver of Rollfab's right to receive price and schedule adjustments therefore or to insist upon such prior written orders for any subsequent changes in work.
10. **TAXES:** Unless otherwise stated, no taxes of any kind are included in this contract proposal. If Rollfab is required to pay any sales, use, excise, personal property, or other similar tax or charge incident to the performance of this contract, the Buyer shall reimburse Rollfab therefore upon request unless such tax or charge is specifically included in the sale price. The foregoing shall not apply to any taxes, the prepayment of collection of which by Rollfab is excused by reason of delivery to Rollfab of a valid exemption certificate.
11. **CLAIMS FOR SHORTAGES, DELIVERY OF IMPROPER MATERIAL OR DELIVERY OF DEFECTIVE MATERIAL:** Buyer agrees to inspect the material upon delivery and no claims for shortages or delivery of apparently improper or defective material will be accepted by Rollfab unless written notice is sent to Rollfab within ten (10) days from the day of delivery. Buyer will provide Rollfab with all pertinent information in connection therewith and reasonable access and opportunity to inspect material alleged to be defective. Seller will in no event pay or be liable for any claim resulting from the installation or use by the Buyer of apparent improper material having apparent defects or damage.
12. **CANCELLATION:** This agreement may be canceled or modified only by written agreement between the parties, except as elsewhere provided herein. Should this agreement be terminated, Buyer agrees to pay Rollfab for all work executed and loss sustained in regard to any material, equipment and tools, including reasonable profit and damages. Buyer's insistence upon canceling or suspending fabrication or any shipment, or Buyer's failure to furnish information when required, may be treated by Rollfab as a breach of contract by Buyer and Rollfab may cancel any unshipped balance without prejudice to any other remedies Rollfab may have.
13. **PENALTIES & BACK CHARGES:** Seller shall in no event be liable for penalties or damages except as may be specifically provided for herein. Credit will not be allowed for any cost or expense Buyer may incur in replacing or correcting material delivered hereunder unless Buyer shall give Rollfab reasonable written notice before any such cost or expense is incurred and obtained Rollfab's prior written approval thereof.
14. **SHIPPING TERMS:** Rollfab shall not be liable for damage or loss of any material after delivery to a carrier. Material is sold F.O.B. Rollfab's shipping plant. Customer agrees to make inspection upon arrival of all products shipped to customer. Shipments involving potential claims should be accepted and a claim should be filed with the delivery carrier immediately.
15. **STANDARD PACKAGING:** All prices quoted herein include standard packaging, blocked and banded with skid boards in full bundle quantities. Siding (nest-able): approximately 3,000-5,000 pounds, Roofing and other nest-able products. Other non-nest-able products; full bundle based on configuration. All panels are bundled in manufacturing sequence, typically longest to shortest lengths in full bundle configurations. If Rollfab has noted freight to be included in the price herein, freight to jobsite is based on full bundle and manufacturing sequencing as listed.
16. **PRICE ADJUSTMENT:** Prices herein are effective for a period of thirty (30) days unless otherwise noted. Buyer agrees that the price or prices shall be adjusted to reflect increases in Rollfab's cost between thirty (30) days from this date and the time finished goods shipment, provided that Buyer shall not be liable for increase during delays attributable to causes within Rollfab's reasonable control. Buyer also agrees that prices shall be adjusted to reflect any increase in freight rates or taxes assessed upon Rollfab by Federal, State, County or Local bodies on the sale.
17. It is understood that Rollfab has the right to file a material man's lien or mechanic's lien in connection with all or any part of the material to be furnished or the erection labor to be performed in accordance with this proposal.
18. In the event Buyer's purchase order contains terms additional to or different from these Conditions of Sale, Rollfab acknowledgement as set forth herein shall be deemed to be notification of objection to such additional and/or different terms and not an acceptance thereof: and in the event such purchase order expressly limits acceptance to its terms. Rollfab's acknowledgement as set forth herein shall be a rejection of Buyer's offer to purchase. In either event, Rollfab's acknowledgement shall constitute an offer to sell which may be accepted only in accordance with its terms and without modification, addition or alteration. The failure of buyer to deliver notification of objection to these Conditions of Sale within a reasonable time shall be deemed to constitute an acceptance thereof, and a contract shall be formed solely on the basis of Rollfab's acknowledgement and such Conditions of Sale.