



## Terms and Conditions

“Patriot” as used throughout these Terms and Conditions, refers to Patriot Aluminum Products, LLC.

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Patriot Aluminum Products Terms & Conditions of Sale, as outlined on acknowledgements and bid proposals, govern all material transactions. Any Buyer purchase order provided to Patriot is for Buyer reference purposes only and any terms and conditions contained therein shall be replaced in their entirety by these Patriot Terms and Conditions. These Terms and Conditions are subject to change without notice.

**Prices Quoted:** Prices quoted are based upon existing conditions in the marketplace. Should there be an increase in labor and/or material costs, Patriot reserves the right to adjust prices accordingly. All Prices are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any Governmental Authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs and taxes. Buyers with a valid United States sales tax-exemption certificate must provide a copy of the certificate prior to payment, or taxes will be collected on purchases.

**Freight Terms:** All shipments are FOB Shipping Point, and may be Prepaid to destination as specified in the order. Patriot’s responsibility ceases after delivery to the carrier is complete. Claims for damages, loss or delay in transit should be made to the carrier. Prices listed do not include freight, handling fees, taxes and/or duties, unless solely noted in its Quotation and/ or Sales Order Acknowledgement. Patriot accepts no responsibility for loss due to its inability to conform to estimated delivery schedules.

**Payment Terms:** If Patriot extends credit to the Buyer and unless otherwise communicated, payment terms shall be Net 30. Buyer agrees that all past due sums shall accrue interest at eighteen (18) percent per annum. Should Patriot initiate legal action to collect any sums due to Patriot, Buyer agrees to pay all costs of collection including attorney’s fees of at least, but not limited to, ten (10) percent of the amount due. Patriot may at any time, alter or suspend credit, refuse to ship products and/or cancel unfilled or partially filled orders, if, in its opinion, the financial condition of the Buyer or the status of its account warrants such action. Credits or Rebates expire eight (8) months after being issued. Credit Card payments may be accepted at the discretion of Patriot management, and are subject to service fees of 3-5% depending on the charge card company used.

**Force Majeure:** All delivery schedules are estimated and could be subject to delay by any force majeure event, including but not limited to, acts of God, labor disruptions, acts of war, acts of terrorism (whether actual or threatened), governmental decrees or controls, insurrections, epidemics, quarantines, shortages, communication or power failures, fire, accident, explosion, inability to procure or ship product or obtain permits and licenses, inability to procure supplies or raw materials, severe weather conditions, catastrophic events, or any other circumstance or cause beyond the reasonable control of Patriot in the conduct of business.

**Returned Parts:** Patriot reserves the right to decline the return of material. We must issue a written return materials authorization (RMA) and instructions prior to the return of any material. A minimum handling and restocking charge of 50% will be applicable to any authorized returned material. Authorization for the return of material more than ninety (90) days old must be reviewed on a case by case basis. Terms and conditions for the return of any authorized material will be issued at the time of approval, but will include, Buyer responsible for return freight, must be in original packaging and cannot have been stored outside.

**Nonconforming or Defective Parts:** Patriot reserves the right to replace, repair, or authorize the return of any material not in accordance with agreed upon and published manufacturing practices. Notification of any such defects shall be made in writing by the Buyer to Patriot within thirty (30) days of shipment by Patriot. Patriot will not provide credit or exchange for any material until it has inspected and deemed nonconforming or defective. Patriot will only be responsible to the value of the nonconforming or defective material and for any freight charges to replace such products. Patriot's liability will not include, in any event, consequential damages.

**Cancellation:** All product order cancellations for products not yet shipped, must be approved by Patriot. Cancelled orders may be subject to restocking and/or other fees.

**Limitation of Liability:** IN NO EVENT SHALL PATRIOT ALUMINUM PRODUCTS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER THEORY, INCLUDING WITHOUT LIMITATION LABOR CHARGES, LOSS OF TIME, PROFITS OR REVENUES, LACK OR LOSS OF PRODUCTIVITY, INTEREST CHARGES OR COST OF CAPITAL, COST OF SUBSTITUTE PRODUCTS, DOWNTIME COSTS, DAMAGE TO OR LOSS OF USE OF PRODUCTS OR ANY RELATED EQUIPMENT, SYSTEM OR FACILITY, OR ANY PROPERTY TO WHICH ANY PRODUCT IS AFFIXED, OR ANY INCONVENIENCE.

**Governing Law:** This agreement shall be governed by the laws of the Commonwealth of Virginia for any and all claims. The appropriate courts of the Commonwealth of Virginia shall have exclusive jurisdiction over this agreement and all disputes between Patriot and the Buyer.

**Severability:** If any portion of these terms and conditions is found to be invalid or unenforceable by a court of competent jurisdiction, the invalid or unenforceable term shall be severed from these terms and conditions and the remaining terms and conditions shall be valid and fully enforceable as written.

**Complete Agreement:** The Terms and Conditions in (i) Patriot's forms, (ii) acknowledgements, (iii) quotations, (iv) invoices, (v) websites, (vi) catalogs, and (vii) extension of credit are incorporated herein by reference and constitute the entire and exclusive agreement between Buyer and Patriot.

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