



STANDARD TERMS AND CONDITIONS OF SALE

All sales by Creative Metals, a division of Leader Industries, Inc. are made subject to the following terms and conditions of sale. Terms or conditions appearing in Buyer's purchase order that are contrary to the following terms and conditions shall not be binding unless specifically agreed to in writing.

CREDIT APPROVAL: All orders require credit approval prior to acceptance. To establish credit, the customer must complete our credit application and mail the signed original to our office before we can process any orders.

PAYMENT TERMS: Unless otherwise stated, payment terms are 2%/15 days/net 30. We cannot accept orders C.O.D. basis.

Interest at the rate of one and one-half percent (1-1/2%) per month which is eighteen percent (18%) per annum will be added to all invoices which have been billed thirty days or more.

Should Creative Metals, a division of Leader Industries, Inc., at its discretion, secure or collect amounts due it through legal action including filing or serving mechanics' and materialmen's lien(s), customer will pay all legal costs, including reasonable attorney fees.

CANCELLATIONS: Orders that have been entered into the system that need to be cancelled BEFORE fabrication has begun will be charged \$15.00.

Orders that are cancelled AFTER fabrication* has begun will be charged \$15.00 plus 75% - 100% of the invoice amount depending upon the degree of completion.

ORDER CHANGES: Orders that have been entered into the system that need any item to be changed on the order BEFORE fabrication has begun will be charged \$15.00.

Orders that have been entered into the system that need to be changed AFTER fabrication* has begun will be charged \$15.00 plus 75% - 100% of the invoice amount of any item affected by the change depending upon the degree of completion.

FREIGHT AND DELIVERY: All shipments are F.O.B. shipping point unless Creative Metals, a division of Leader Industries, Inc., agrees to other arrangements. Consignees are responsible for filing freight claims.

*All Creative Metals, a division of Leader Industries, Inc., products are fabricated to each customer's specific order, therefore once material has been cut it is considered unusable for future orders.



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Shipping dates are approximate. Creative Metals, a division of Leader Industries, Inc., assumes no responsibility for delays by common carrier nor any liability for liquidated damages or penalty because of failure to ship as scheduled, unless specifically agreed in writing. Delivery to the initial carrier constitutes delivery to the Buyer. Creative Metals' responsibility ceases upon delivery in good order to such carrier, and all goods are shipped at the Buyer's risk. Any shipping weights given herein or freight costs estimated upon quotation are approximate, for the Buyer's convenience only and are not guaranteed by Creative Metals.

Any shipments which require prior notification before delivery will be charged \$25.00 for order full freight allowed or will have an additional charge applied to the freight bill supplied by the carrier.

PRODUCT CHANGES: Factors beyond Creative Metals' control and continuing improvement of products, may require the changing of products from time to time. Creative Metals reserves the right to make reasonable changes of any kind in products without notice, and to deliver revised designs of products on any order. Creative Metals shall have no responsibility with respect to changes made in products sold but not manufactured by Creative Metals.

RETURNS: Goods may not be returned for credit unless and until Creative Metals has agreed in writing to accept them and the amount of credit has been predetermined. If goods are accepted for return, a re-stocking charge of 25% will be assessed for handling. All transportation costs for returned goods must be paid by the Buyer.

STORAGE: Creative Metals does not provide or maintain storage facilities. All charges and expenses incurred with delay in manufacture or delivery of goods due to cause within the Buyer's control are the responsibility of the Buyer.

QUALIFICATION OF QUOTATIONS: We do not make quotations stating: "1 lot per plans and specifications for \$XX.XX." We do not do take-offs from job plans nor guarantee compliance with job specifications.

What we do is: Make quotations specifically listing (A) quantities, (B) sizes, (C) description of products offered, (D) unit and/or total prices as requested. Any agent making quotations other than described above must bear all responsibility for such quotes.

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