



BROOKFIELD FABRICATING CORPORATION

GENERAL TERMS AND CONDITIONS

1. The intent of these Terms and Conditions is to elaborate and clarify the specifics of the Purchase Order (Contract). In an effort to expedite the approval process we are asking everyone to sign the Terms and Conditions which will be good for a 12-month period ending July 31st of each year unless the facts and circumstances dictate a review.
2. All material fabricated (including galvanizing; if applicable) will be delivered to the jobsite (unless requested otherwise; in writing). The delivery will not include additional field labor, unloading or storage (unless agreed to in writing). All material will be delivered in truckload quantities at Sellers discretion. There will be additional freight charges for nighttime deliveries. The intent of this quotation is to allow 2 hours for unloading. The two hours will begin upon the material arriving at the receiving site. Any excess over 2 hours will incur a \$300.00 detention charge for each hour(s) delay or part hour thereof. Changes to the original and agreed to receiving site may incur additional charges.
3. This quotation exhibits the quantities and description of completed material for the job and acceptance is based on acceptance of those items and quantities. Any change of design, addition or deletion of items or quantities may result in a review, a revised quotation, and potentially an equitable price adjustment. Request(s) to ship in less than complete quantities may result in additional freight charges.
4. Orders cannot be cancelled, specifications changed, or goods returned by the Buyer to the Seller without written permission from the Seller. Acceptance of changes or cancellation(s) is conditioned on an equitable adjustment that may include reimbursement of profits and consequential loss to the Seller.
5. This is an offer by Seller to provide the items on the face of the quotation at the prices thereon. The offer is valid for 45 days following the date of the quote, after which time may be subject to review and change of pricing.
6. Lead times will be determined by the mutually agreed at the time that approved drawings are released for fabrication. Delivery schedules are as accurate as existing projections can be predicted. Mitigating factors including, but not limited to available freight handlers, weather conditions, problems with ingress and egress and available resources at the delivery site may cause variation(s).
7. Sales tax is not in the quoted price. If a sales tax exemption is requested, an exemption form from sales tax must be provided or sales tax will be assessed upon invoicing.
8. The Buyer's acceptance of this quote shall be evidenced by a signed and dated copy of the quote. A purchase order may be submitted in addition to the signed quote, however no documents, including the buyer's contract with his customer, will take precedent over terms in these "GENERAL TERMS AND CONDITIONS".
9. Material specifically fabricated for this project will be invoiced by the Seller when the project is released for production by the buyer and when the material has been fabricated and inspected (if required), not when shipped.

10. Payment terms are net 30 days from the date of the invoice with no discount or retainage applied. Invoices that are over 60 days may be subject to an interest charge of 1.5% per month on the unpaid balance, dating back to 30 days after the invoice date. The interest shall be computed monthly and due upon receipt of the charge. Upon completion of fabrication, coating and inspection Seller will store the material free of charge for up to 60 days. Storage charges may be assessed for material held more than 60 days.
11. In the event of past due payment(s) on any job (current or pending) or a change in creditworthiness the contract may be cancelled , or shipments may be suspended until such time the Buyer is current. Seller will not be responsible for expenses charged to the Buyer due to the cancelled or suspended shipments.
12. After acceptance of the terms and conditions of the quote by the Buyer, final acceptance by the Seller is contingent on a review of the credit of the Buyer.
13. The seller warrants its products to be free from defects in materials and workmanship for one year under normal use and service. Any products found to be defective within one year from the date of shipment and examined by Seller and determined to be defective shall be replaced or repaired by Seller. This warranty is in lieu of all other warranties, express or implied, including and without limitation and the warranty of suitability for a particular purpose. Seller assumes no liability for consequential, incidental, or liquidated damages arising out of breach of sale including any warranties arising therefrom and the buyers sole remedy shall be limited to repair or replacement (as so determined by Seller) of defective parts as described above.
14. The warranty excludes fatigue failure or similar phenomena resulting from induced vibration, harmonic oscillation or resonance associated with movement of air currents around the product. Further, labor required to remove and/or reinstall original or replacement parts will be the responsibility of the buyer. The warranty excludes damage caused by improper installation, overloading, misuse, abuse, accidents, or neglect. In addition, this warranty does not cover alterations, modifications, or additions unless the change is acknowledged and accepted, in advance and in writing by Seller. If the products are to be used on an existing foundation or on other structures, Buyer assumes all responsibility for the structural integrity for the existing foundation, anchorage or structures and all consequences arising therefrom.
15. In no event shall Seller be responsible or liable for any failure or delay in the performance of its obligations in this contract (quote) arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation; strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, pandemics and epidemics, and interruptions, loss or malfunctions of utilities, communications, or computer (software and hardware) services; it being understood that Seller shall use reasonable efforts which are consistent with practices in the fabricating industry to resume performance as soon as practicable under the circumstances.

Thank you for your business and cooperation.

Customer Name: _____

Customer Signature:

_____ Date: _____

Brookfield Fabricating Signature:

_____ Date: _____