

TERMS AND CONDITIONS

General

1. In the event of a conflict between the terms and conditions of this quotation and the terms and conditions stated in the plans and specifications, this quotation shall govern.

2. **Terms of Payment:**
Net 30 days if credit is established, or Sight Draft, Bill of Lading attached. All accounts due in full without retainages. Accounts past due shall bear interest at 7 per cent per annum. Any collection charges for Buyer's account.

3. Change in the Buyer's financial status shall entitle the Seller to revise terms of payment.

4. This contract is based on current freight rates and is subject to adjustments in the event such rates are changed.

5. The Seller will not be responsible for loss or damage arising from delays caused by lack of correct or complete data, by changes, or revisions, by tardy approval of drawings, by transportation, strikes, fires, floods, storms, or any circumstances beyond the Seller's reasonable control. Should the work be delayed by any of the above causes, the Seller shall be given a reasonable extension of time for the completion of its work.

6. Unless otherwise stated, all materials shall be fabricated in accordance with Seller's engineering details, as approved by Buyer or his approving agency.

7. All unloading shall be done by the Buyer, and all responsibility, to persons or property during such unloading shall be at the Buyer's risk.

8. Seller will not erect material or assume responsibility for erection unless expressly stated in this quotation.

9. Correction of minor misfits and a reasonable amount of reaming or cutting shall be considered as a legitimate part of erection.

10. Seller will not be responsible for field measurements.

11. Claims for errors or defects in material and/or workmanship will not be allowed unless Seller is given opportunity to investigate and to correct the alleged errors and defects. Claims for errors, omissions, shortages, and defects must be made, in writing, to the Seller and deposited in the U.S. Mail within ten days after arrival of materials. No claims filed after ten days after receipt of the materials will be considered. Liability for errors or defects shall extend only to replacement of defective materials f.o.b. site and shall not cover installation of the replacement materials or any direct or consequential damage which arises therefrom.

12. Proper protection for all materials must be provided by the Buyer. No claims for damage resulting from improper storage and handling will be allowed.

13. It is expressly agreed that there are no promises, representations, agreements or understandings outside of this contract.

14. Modifications must be mutually agreed upon, in writing, signed by both parties.

15. Applicable sales, use, local, state and Federal taxes are not included in the quoted price. The Buyer agrees to assume and pay, report and remit to the proper authorities all such taxes.

16. Material is custom made and all orders are non-cancellable.

Decking

1. When decking is covered by this quotation, it is sold on the rules and specifications of the appropriate and recognized lumber species Inspection Bureau unless otherwise agreed at the time of acceptance. In case of dispute over grades or tally, an official Association Inspection shall be the basis for settlement. Cost of such inspection to be paid by the Buyer in case such inspection shows lumber to be of grade invoiced or within 5 per cent thereof. Lumber must be held intact until inspection and settlements are made. All claims must be filed with the Seller within ten days after receipt of materials. No claims filed after ten days after receipt of materials will be considered. Shortage claims must be supported by affidavit covering tally of pieces unloaded and seal record of the car. Damage claims must be accompanied by damage report from the railroad and freight bill with damage properly noted thereon by railroad agent.

2. Decking is sold on a board measure basis. Estimates of quantities are made as accurately as possible, but are not guaranteed to be the exact quantity required for the job.

3. Proper protection for all decking must be provided by the Buyer. No claims for damage resulting from improper storage and handling will be allowed.

4. Orders for quantities which are less than a carload will be pooled. The routing of and time and place of delivery will be subject to the Seller's ability to pool such orders.

5. General terms and conditions also apply to decking quotations.

Erection

1. **Terms of Payment:**
Erection Invoice is due, net cash upon completion of erection contract. All accounts due in full without retainages.

2. The Buyer shall provide the Seller with adequate access to the building site and with adequate clear space adjacent to the exterior of the building and adequate clear floor space in the interior of the building for assembly of materials and erection equipment so as to facilitate and permit the efficient use of a crane or other erection equipment. The Buyer will be charged for all additional expenses required for the purpose of making the site and the building accessible and for delay occasioned thereby.

3. This quotation is based on one continuous operation and work of other trades must be sufficiently completed to insure steady and continuous erection. Buyer is to keep Seller advised of job progress.

4. Erection of end bays of purlins and other end bay framing is included. If end walls being erected by others are not completed ready to receive purlins or other end bay framing before the Seller has completed the rest of the job, the Seller shall not be required to install such items except for extra compensation to cover returning to the job.

5. Buyer is to furnish the Seller 110 volt electric power from convenient outlets at no charge.

6. Buyer is to furnish and accurately place anchor hardware in masonry and concrete for connections according to anchorage hardware plans submitted by Seller. Cost of delays including crane charge due to incorrect anchorage setting to be for Buyer's account.

7. Buyer shall furnish guying and bracing materials. Addition, removal or replacing of bracing to be Buyer's responsibility and at his expense.

8. No backcharges by the Buyer will be honored unless authorized in writing by an authorized representative of the Seller before such expense is incurred.

9. Buyer is responsible for protecting material from weather after erection and to furnish proper coverings for this purpose.

10. General terms and conditions apply also to erection quotation.