

West Coast Metals

Terms and Conditions of Sale

All offers of sale, quotations and agreements, other than rental or lease agreements, are based and all products are sold or installed upon the following terms & conditions.

1. Governing Provisions:

An order by Buyer shall constitute an acceptance of the terms and conditions herein recited. No terms or conditions other than those contained herein will be binding upon Seller unless specifically agreed to in writing. Failure of Seller to object to any additional or inconsistent provisions contained in any purchase order or other communication from Buyer shall not be construed as a waiver of these terms and conditions. If no offer of sale or quotation is issued by Seller, than Seller's invoice shall be deemed an acceptance of Buyer's order, a written confirmation and the final and complete written agreement between Seller and Buyer. Unless otherwise specified on the face thereof, each offer of sale or quotation, except for price, shall be deemed open for acceptance for a period of 30 days. Orders may not be cancelled or altered by Buyer except upon terms and conditions acceptable to Seller, as evidenced by Seller's written consent.

2. Prices:

Published prices and quoted prices, unless otherwise specified, are subject to change without notice. All orders are accepted with the understanding that Seller reserves the right to adjust prices to Seller's prices prevailing at the time of shipment.

3. Payment:

Unless otherwise provided in writing, full payment is due within 30 days after the date of invoicing. Interest will be charged on accounts more than 30 days past due at the rate indicated on the invoice, which shall be the prevailing rate established by West Coast Metals on all late account, or the highest rate permitted by applicable law, whichever is lower.

4. Taxes:

There shall be added to the purchase price the amount of all sales, excise and other taxes payable or accruing by reason of sales to the Buyer.

5. Time of Shipment:

Delivery dates are based on estimated manufacturing periods which commence with receipt of all engineering and manufacturing information required by Seller. Seller shall not be liable for any damage, loss or injury as a result of any delay or failure to ship due to any cause beyond Seller's reasonable control including, but not limited to strikes, slowdowns, embargoes, riots, storms, fire, accidents, war delay in transportation or inability to obtain necessary labor, materials or manufacturing facilities. Any such failure or delay by Seller due to one of the foregoing or other causes beyond Seller's reasonable control shall not be considered as breach of contract in the event of any such delay, the date of shipment shall be extended for a period equal to the time lost because of the delay.

6. Delivery Terms and Risk of Loss:

Delivery terms, unless otherwise expressly stated, shall be FOB point of manufacture. Delivery to carrier at point of origin shall constitute delivery to Buyer and thereafter the shipment shall be at Buyer's risk. Claims or loss or damage to products in transit should be made to the carrier and not to Seller. Seller's delivery obligation shall be contingent upon Seller's approval of Buyer's credit at time of shipment.

7. Claims:

Rejection of non-confirming products must be made by Buyer in writing within 10 days of receipt, and all defects ascertainable at time of giving notice shall be slated with particularity or be deemed waived. Under no circumstances shall products be returned to Seller without Seller's written permission. A claim that products are non-confirming shall not entitle Buyer to deduct any sum from any invoice unless such claim has been allowed in writing. Invoices shall be paid in full in accordance with the terms of sale and in the event of subsequent allowance of any claim. Seller shall promptly pay to Buyer the amount so allowed.

8. Changes and Alterations:

Seller may at any time make such changes in design and construction of products as shall, in its judgment constitute an improvement. Seller may furnish suitable substitutes for materials unobtainable because of priorities or regulations established by government authority or because materials are unavailable from suppliers. If any modifications, alterations or removal of any part or product not authorized in writing by Seller results in any injury to a person or damage to property, then no warranty herein shall apply, and Buyer shall indemnify Seller against any claim, demand, loss, expense, or liability, including attorney's fees, in any way related to such injury or damage.

9. Patterns and Testing:

Seller shall have no responsibility for errors or conflicts in patterns or drawings which may be furnished to it by Buyer. Seller shall not be liable for damages to pattern equipment except those due to Seller's negligence. Products shall not be subject to acceptance of rejection on a basis of radiographic, ultrasonic, magnetic particle, dye penetrant or any other destructive, or any other destructive or non destructive testing unless expressly stated in Seller's quotation or offer of sale.

10. Patents:

The buyer shall indemnify and save harmless the Seller against any claim, demand, loss expense or liability, including attorneys' fees, for actual or alleged infringement of any letters patent, trademarks or corresponding rights in any way related to the manufacture and sale of products manufactured in accordance with patterns, designs or design information supplied by the Buyer.

11. Limitations on Warranties:

Except as to express warranties stated in the applicable warranty policy in effect at date of sale, Seller warrants its products to be as specified in Seller's catalog and on the face hereof for a period of one year from date of delivery. For products not manufactured by the Seller, it extends to buyer the warranties of the manufacturer only. **This warranty is exclusive and in lieu of all other representations and warranties, expressed or implied, and seller expressly disclaims and excludes any implied warranty of merchantability or fitness for a particular purpose.** Any description of the product, whether made orally or in writing by Seller or Seller's agents, specifications, samples, models, bulletins, drawings, diagrams, or similar materials used in connection with Buyer's order are for the sole purpose of identifying the products and shall not be construed as an express warranty. Any suggestions by Seller or Seller's agents regarding use, applications or suitability of the products shall not be construed as an express warrant unless confirmed to be such in writing by Seller.

12. Liabilities and Consequential Damages:

Buyer agrees that if products are non-conforming, Buyer's exclusive remedy shall be one of the following, at Seller's option – A - Repair or replacement of the non-conforming products or – B - Repayment to Buyer of the purchase price. **In no event shall buyer be entitled to a consequential, incidental or contingent damages of any kind, whether arising out of Breach of Contract, warranty (including negligence and strict liability) or other theories of law, with respect to products sold or services rendered by seller or any undertakings acts or omissions relating thereto.**

13. Limitations on Suits and Actions:

No action or suit to enforce Buyer's rights or remedies arising from this sale shall be commenced later than one year from the date of shipment.

14. Applicable Laws:

All laws and regulations required to be incorporated in agreements of this character are incorporated herein by this reference. Seller certifies that these products were produced in compliance with all applicable requirements of Section 6, 7 & 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor under Section 14 thereof. All orders, sales and these terms and conditions shall be governed by and construed according to the laws of the State of Oregon.

15. Final Agreement

Except as otherwise agreed in writing, these terms and conditions constitute the entire agreement between Seller & Buyer with respect to the subject matter hereof, and there are no understandings, agreements or representations, express or implied, which are not contained herein. These terms and conditions shall not be modified by any prior course of dealing or trade customs and usage.

Signature: _____ Print Name: _____ Date: _____