

# TERMS OF SALE

## DAMAGED OR LOST FREIGHT

Both title, and risk damage or loss, pass to the Buyer upon *AMD's* delivery of products to a carrier. All shipments should be carefully examined before their acceptance. Any damage or loss should be noted on the Bill of Lading at the time of delivery, with the carrier being given immediate notice thereof. *AMD* will not be responsible for products damaged or lost in transit. The Buyer is solely responsible for providing carriers with timely notice of any damage or loss occurring in transit, and for pursuing all claims against carriers for any such damage or loss.

## SHIPPING CHARGES

All *AMD* products are shipped F.O.B., Holland, Michigan. The Buyer is solely responsible for all freight charges. A 10% fee will be added to any freight charges which *AMD* has been requested to "Prepay and Add" to its invoices. (The Buyer will be billed for all such charges and fees once *AMD* has received a final billing from the carrier.)

## ACCEPTANCE OF ORDERS/PRICES

All orders are subject to prior credit approval, and to acceptance by *AMD* at its office in Holland, Michigan. All prices are subject to change without notice, at any time prior to *AMD's* acceptance of an order.

## CANCELLATION OF ORDERS

Cancellation of any order after its acceptance by *AMD* will require *AMD's* approval. Since most *AMD* products are manufactured to order, cancellation may entail a charge of up to 75% of *AMD's* invoice price (depending upon the products involved, their stage of completion, and other circumstances).

## PAYMENT

All invoices are payable within 30 days of issuance; a service charge of 1.5% per month (18% per year) will be applied to all past-due accounts.

## PARTIAL SHIPMENTS

Partial shipments will be made only when requested. Those portions of orders shipped will be invoiced at the time of shipment; with the balance thereof being shipped, and invoiced, when available. *AMD* reserves the right to ship on consecutive days, when doing so will result in lower freight charges.

## LEAD TIMES/SHIPPING DATES

Lead times and shipping dates (requested and/or quoted) are approximate only. While *AMD* will attempt to meet all such production and shipment schedules, *AMD* will not be liable for any delays incurred in the production, shipment, or ultimate delivery of its products, or for damages of any kind resulting therefrom.

## LIMITED WARRANTY/ELECTION OF REMEDIES

All products sold by *AMD* are subject to the terms of a Limited Warranty against defects in materials and workmanship, which limit the Buyer's remedies to the repair, or replacement of products determined to have been defective thereunder. The Buyer's exclusive remedies for any loss, damage or expense associated with the purchase or use of *AMD's* products will be those set forth in such Limited Warranty. *AMD* EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO EXPRESSED OR IMPLIED WARRANTIES AS TO THE MERCHANTABILITY OF ITS PRODUCTS OR THEIR FITNESS FOR A PARTICULAR PURPOSE OR USE.

## LIMITED WARRANTY

All Metal Designs, Inc. (*AMD*) warrants that the products it sells, or which are sold by its authorized representatives, distributors or agents will be free from defects in material and workmanship for a period of one (1) year from the date of their delivery to purchaser. *AMD*'s obligation, and purchaser's remedy under this limited warranty are limited to the repair or replacement, at *AMD*'s option, of products determined to have been defective within such period.

No person, firm or corporation is authorized to alter or amend the limited warranty extended herein, or *AMD*'s obligations hereunder. *AMD* EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO EXPRESSED OR IMPLIED WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

### Election of Remedies/Limitation of Liability

Purchaser's exclusive remedies for products determined to be defective will be those set forth in the foregoing limited warranty. In no event will *AMD* be liable for ordinary, incidental or consequential damages of any kind arising out of the purchase, installation or use of its products. In all events, the aggregate liability of *AMD* to purchaser shall be limited to an amount equal to the purchase price of the products(s) upon which liability is based.

#### COLOR CHART

10% Additional Charge For Items Powder Coated In The Following Colors:



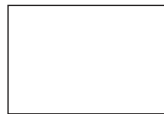
Black



Blue



Orange



White



Drk. Gray



Lt. Gray