

## TERMS & CONDITIONS

### Contract Between Buyer and Seller:

A written order and acknowledgement shall constitute the contract between the Buyer and Seller, and said Contract may not be amended or rescinded except by written agreement by both parties, referring expressly to this contract.



### Delays:

Seller cannot be held liable for loss or damage arising from delay in fulfilling or failure to fulfill any accepted order in accordance with its terms, where such delay or failure is caused by shortage or materials, delays in carriers, embargos, fires, floods, strikes, riots, wars, acts of God, or other causes beyond our control.

### Warranty:

Seller warrants that products sold to Buyer shall be free from defects in material and workmanship and shall conform to specifications. Except for such warranty, the Seller disclaims any and all other warranties of any kind whatsoever, including without limitation, any warranty of merchantability of fitness for particular purpose and including but not limited to any oral or written description of the products, their characteristics or properties other than that specifically stated in the foregoing limited warranty. Seller shall have no liability for consequential or incidental damages to persons or property arising from its supply of products. In the event that its products are not as warranted, Buyer's sole remedy will be, at Seller's election, replacement of the product or return of the purchase price. Prior written approval from the Seller must be secured before returning any merchandise for credit.

### Credit:

All Shipments shall be subject to the approval of Seller's Credit Department. If the financial responsibility of the Buyer is unsatisfactory, or becomes impaired, or if Buyer fails to make any payments in accordance with the terms of the contract, then Seller may defer or decline to make any shipments except upon receipt of satisfactory security or cash payments in advance, or Seller may terminate the contract. When credit has been extended to Buyer, terms of payment shall be net in 30 days.

### Shipments:

All prices, unless specified otherwise, are based upon Buyer accepting over-run or under-run on each individual item based on standard shipping tolerances. Exact control of quantity shipped must be specified as requirement of said contract.

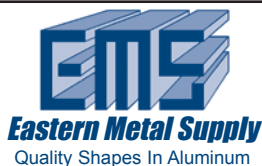
### Returned Material Authorization:

Seller must be notified within 10 days after delivery of Buyer's request to return merchandise. Upon receipt of Seller's authorization merchandise must be returned within 30 days in accordance with Seller's shipping instructions. Merchandise must be in exactly the same condition as in which it was received by Buyer. Handling and restocking fees will be charged to Buyer's account.

### Patent Protection:

Seller agrees to indemnify Buyer against any claims or liabilities for or by reason of alleged patent infringement arising from the manufacture or sale of any product furnished Buyer hereunder except where the specifications, process, design or method of manufacture originated in Buyer, in which event Buyer agrees to indemnify Seller in like manner.

### Introduction 06



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