

# Standard Terms & Conditions

These terms and conditions, the attendant quotation or acknowledgement, and all documents incorporated by reference therein, are binding upon the Buyer and Steel King Industries, and constitute the entire agreement between Buyer and Steel King Industries regarding Steel King's sale of goods to the Buyer. Unless specifically indicated to the contrary within Steel King's proposal or acknowledgement, and authorized in writing by an Officer of Steel King Industries, the following conditions will apply to this proposal or acknowledgement, and will override any contradictory terms and/or conditions shown on any "requests for proposals", "specifications", "bid packages", purchase orders, contracts, etc. Issuance of a purchase order to Steel King shall constitute acceptance of the following conditions.

**Pricing:** The prices of your goods are subject to surcharges for steel costs. Any surcharge on the date of shipment will automatically be added to your final invoice and charged and collected accordingly.

**Payment terms:** The pricing in this proposal is based upon the following progressive payment schedules, subject to credit approval:

\$0- \$249,999 net material cost	Invoiced as shipped Net 30 days from invoice date
\$250,000 - \$499,999 net material cost	20 % downpayment with purchase order 80% as shipped Net 30 days from invoice date
\$500,000.00+ net material cost	25% down with purchase order 25% with print approvals 50% as shipped Net 30 days from invoice date

Payments owed to Steel King Industries that are not paid when due will bear interest from the date on which they are due until paid, at one and one-half percent (1.5%) per month, not to exceed the maximum rate permitted by law. Invoiced by truckload and/or shipment. "Days" are calculated from date of invoice, and the date of our RECEIPT of payment; Steel King will reinvoice for amounts due arising out of payments made outside of these terms. In the event that collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable. Restrictive endorsements or other statements on checks accepted by Steel King Industries will not apply. Payments are to be made in U.S. currency. Steel King Industries reserves the right to file a lien to cause payment of funds due to us.

**Excluded charges.** Unless specifically indicated within our proposal, prices do not include the costs of any permits, stamped or certified calculations or drawings, sales or use taxes, duties, customs, insurance, port charges, detention charges, bonds, training, shipping, assembly (installation), receiving, storage, and maintenance costs or any other costs not detailed within our proposal.

**Sales and Use Tax.** The Buyer is solely responsible for any and all taxes, and reimbursement to Steel King of any taxes paid on the Buyer's behalf, whether due at the time of sale or any later date (excluding Steel King's income taxes). This quote or acknowledgement does not include sales tax unless indicated otherwise. At the time of invoicing, sales tax will be added if you are located in the states of AL, AR, AZ, CA, FL, GA, IA, ID, IL, IN, KY, MA, MI, NC, NJ, NM, NY, OH, PA, TN, TX, VA, or WI unless a valid sales tax exemption certificate or resale certificate for these states has been provided. Taxes will be at the prevailing legal rate at the time of invoicing. If sales tax figures are detailed for other states, this is for your information only, and in those cases the end user must pay these taxes directly to the taxing agency.

**Shipping Date.** Lead-time estimation is approximate as of the date of quotation, and may vary between time of quotation and order placement (receipt of a complete written purchase order). The purchase order must include a purchase order number, signature, and paint color(s). Approximate lead-time will be confirmed at time of order placement. All shipping dates are approximate and are based upon Buyers prompt payment of all amounts due and Steel King's prompt receipt of all necessary information requested from Buyer. Print/drawing approvals are required on many projects, without such approval purchasing of raw materials and fabrication cannot commence; delays in customer approval of supplied prints/drawings, or extensive changes to drawings may extend the estimated lead-time. Steel King will not honor any back charges, nor allow any deductions in payment of invoices, arising from delays in delivery that were in turn caused by delays in approval of prints/drawings or extensive changes to drawings. Should "as soon as possible" (ASAP) delivery be requested, it is to be understood that shipment will occur anytime between order placement and the estimated shipment date. Do not request this service unless you are ready to accept delivery at the time of order placement.

**Returns and backcharges.** Nothing may be returned to Steel King without a Returned Goods Authorization (RGA). Unauthorized returns will be refused. No "backcharges" will be honored without the written consent of an Officer of Steel King Industries, obtained prior to the occurrence of expenses. Only in cases where Steel King Industries has been given an opportunity to consider alternative resolutions will any consideration be given to backcharges.

In cases where Installation is included in the contract or purchase order with Steel King Industries, it is the User's responsibility to verify the proper setup of the first assembled bay of racking. The user must immediately notify Steel King of any need to change the setup at this time, prior to the assembly of the remainder of the project. Any costs to adjust the setup of the racking after the setup of the first bay will be the sole responsibility of the User.

**Drawings.** All drawings and designs provided to the Buyer by Steel King Industries in connection with this project are and shall remain the exclusive property of Steel King Industries, Incorporated, and may not be duplicated or distributed to third parties, or used in any manner (including manufacturing), without the express written consent of an Officer of Steel King Industries. "Drawings" and "Designs" are inclusive of all formats, including paper, sepia, and electronic. Designs provided by Steel King Industries are provided solely as a courtesy pursuant to the sale of materials, and ownership is not transferred. All rights, including copyright and trademark, shall remain with Steel King Industries.

When requested, and solely in conjunction with the sale of materials, Steel King will provide three sets of paper drawings. Duplicate sets of drawings on paper may be obtained at additional cost to the Buyer.

**Risk of Loss.** F.O.B. Factory terms apply, unless otherwise noted on our proposal. Risk of loss of equipment purchased under this Agreement passes to the Buyer as of the time of shipment, or the time of delivery (only in cases where Steel King prepays the freight).

**Freight Billing.** Unless otherwise indicated on Steel King's proposal, the product will be shipped "freight collect" to the end user (end user will be invoiced for freight charges at Net 7 days, billed by carrier). Where applicable, and by request, freight may be billed "third party" (carrier bills the distributor). "Prepaid & Add" freight charges subject to a 10% surcharge to the freight costs only. Quoted freight rates do not include any applicable local, county, state, or federal taxes. Applicable taxes may be added to the quoted freight amount at the time of invoicing. Estimated freight charges are based upon credit approved by the carrier.

**Freight Claims.** It is the receiving party's responsibility to verify quantities and condition of goods received. Claims for "shortages" will not be honored by Steel King Industries unless we have been notified within 48 hours of receipt. All claims for damage or shortages must be filed with the carrier. New purchase orders will need to be placed replacement items. In cases where there is damage to components, or shortages, note the specifics on the Bill Of Lading; however the shipment should be accepted. Hidden damage may be reported to the carrier within 10 days of receipt.

**"Customer Pick-Up's".** When "Customer Pick Up" is requested, and is acceptable and approved by Steel King, we will contact you 48 hours prior to availability of the product, so that you may arrange trucking and schedule an appointment for loading. In most cases, 48' flatbeds will be required- NO VANS, DROP DECKS, LOWBOYS, REEFERS, ETC, without our prior approval! Should the customer-designated truck fail to arrive at the designated loading time, the product will be rerouted on a carrier of Steel King's choice, freight charges collect.

**Delay in acceptance of shipment.** If it is desired to make a change to the previously agreed upon delivery schedule, Steel King will attempt to accommodate the request without cost to the user. In the event that the ordered product(s) require storage due to jobsite delays, and the notice of delay falls within eight weeks of the agreed upon delivery date, the customer agrees to pay reasonable storage and handling charges. Any such costs will be estimated and presented to the customer for approval. Steel King Industries does not guarantee the availability of inside storage. The responsibility for the quality of the paint finish on product stored outdoors, and any dust on product stored indoors, lies entirely with the customer. The project will be invoiced on the date on which the shipment was previously scheduled, and the customer agrees to pay the invoice within 30 days of the invoice date, regardless of the date the product actually ships or delivers.

**Changes to orders.** If it is desired to make a change to an order, Steel King will attempt to accommodate the request without cost to the user. If, however, materials have been ordered and/or fabricated for the specific project in question, or require extensive additional engineering time, or require additional shipping costs, the costs of the change will be calculated and presented to the end user for approval, prior to initiating the change. Buyer accepts responsibility for the costs of such changes. Changes cannot be made within ten business days of the scheduled delivery date.

**Cancellations prior to shipment.** The Buyer understands that upon receipt of the Buyers Purchase Order, Steel King Industries will make commitments for materials, labor, and services in connection with the Buyers project. Should Buyer decide to cancel an order prior to shipment, the Buyer agrees to compensate Steel King Industries for all actual costs incurred on the Buyer's behalf. In addition, Buyer agrees to pay a minimum Cancellation Fee, based upon the following schedule:

Order Size	Minimum Cancellation Fee
\$0- \$19,999	15% or \$250, whichever is greater
\$20,000-- \$249,999	13%
\$250,000- \$499,999	11%
\$500,000+	10%

**Paint.** Price includes 1 coat of enamel finish, your choice of Vista Green, Precaution Blue, Navy Blue, Poppy Orange, and Industrial Yellow. Seven other non-standard stock colors are also available; contact the factory for information on any applicable additional charges and extended lead times. Custom colors may also be available at extra cost and extended lead-time. The standard color on STEEL GUARD protective railing is Industrial Yellow (UV resistant).

**Disclaimers.** This proposal is based upon our understanding of your requirement, and is subject to correction, including but not limited to mathematical and clerical errors. Quoted prices shall be valid for 30 days from the date of the quote; however they may be extended at Steel King's option. Steel King will not be liable for damages resulting from forces beyond our control, including, but not limited to strikes, weather, acts of God, acts of war or civil disobedience, accidents, or compliance with governmental requests, laws, regulations, etc. Steel King Industries specifically disclaims any liability for any and all consequential damages. In cases of products designed and manufactured to customer specifications, all liability for patent infringement becomes the responsibility of the customer. Any disputes regarding contracts, purchase orders, etc., will be governed by the laws of the State of Wisconsin.

