

Rank	TERMS AND CONDITIONS OF SALE (Revised 1/15/13)	
1	Acceptance of Terms and Conditions	All customer orders are conditioned upon acceptance of the terms and conditions of sale outlined below. By ordering material quoted by Pierce Aluminum Company, Inc.(hereinafter referred to as PAC) the Buyer agrees to be bound by and comply with all of these terms and conditions. These terms and conditions may only be modified by a written document executed by an officer of PAC. No additional or different terms contained in Buyers purchase order or other documents shall apply. These terms and conditions constitute the entire final, complete and exclusive understanding between PAC and Buyer.
2	Price & Duration	Due to constantly changing market conditions, all prices quoted are those in effect on the date quoted, and are subject to change without notice. All prices quoted will remain in effect for 24 hours, unless previously agreed in writing.
3	Availability	Availability of quoted material is subject to prior sale.
4	Price Escalation	Notwithstanding any provision herein to the contrary, in the event that, during the performance of this agreement, the price of raw materials and/or other necessary commodities significantly increases through no fault of PAC, the price of any materials, components or goods to be furnished shall be equitably adjusted for an amount reasonably necessary to cover any such significant price increases.
5	Quantity Variance	Orders shipped from a Production Mill are subject to the standard, published shipping tolerances of that mill. For most Production Mills, the standard shipping tolerance is +/- ten percent of the ordered quantity. For this reason, PAC reserves the right to ship over or under the ordered quantity and still call the order complete. By ordering material quoted by PAC, the Buyer agrees to this condition and further agrees to pay for all material billed in conformity with the stated shipping tolerance.
6	Custom Shapes	PAC can provide non-standard shapes designed by the Buyer for special applications. Die charges for these extrusions will vary according to the design and complexity of the extruded shape.
7	Written Order Confirmation	Every effort is made to insure the accuracy of all orders taken by telephone. However, PAC cannot accept responsibility for discrepancies in instructions or specifications if the Buyer is unable to provide written confirmation of the details of their order prior to shipment. For orders which require same-day shipment, PAC has the ability to accept such instruction via facsimile or e-mail.
8	Force Majeure	PAC shall not be liable for any delay, expense or damage caused by or resulting from (a) strike or work stoppage, blacklisting, boycott or sanctions, or unavailability of raw materials, however incurred, (b) acts of God, public enemies, authority of law (including the withdrawal of any governmental authorization required to carry out the terms of any order), embargo, quarantine, riot, insurrection, declared or undeclared foreign or civil war, existing state of war or belligerency, or (c) any other cause beyond the control PAC. In the event of delay due to any such cause, the time for delivery may, at PAC's sole discretion, be extended accordingly, and Buyer shall not be entitled to refuse delivery or otherwise be relieved of any obligation as a result of such delay.
9	Credit Sales	All quotations and order acknowledgements are subject to review and approval by PAC's credit department. In order to be considered for credit sales, prospective buyers must complete and sign a PAC credit application and undergo a credit investigation. The decision as to the amount of credit to be granted, if any, rests solely with PAC, and PAC shall have the continuing right to approve Buyers credit. Unless otherwise agreed in writing, the payment terms for all credit sales shall be Net-30 days from delivery.
10	Taxes	The price quoted by PAC for any of its products or services does not include any tax. It is the responsibility of the Buyer to pay all present or future taxes applicable to sale, manufacture, delivery, use or consumption of the products or services purchased from PAC.
11	Packaging	Unless otherwise specified in writing, the shipping standard for plate/sheet orders over 50 pounds is on full-dimension pallet, layer of cardboard top and bottom, corner boards, and steel strapping to secure to pallet. Extrusions will be packaged using shrink-wrap to maintain bundle size with filament tape to reinforce the shrink-wrap. Material will then be steel strapped approximately every 6 - 8 feet, or as needed, along the length of the material.

12	Representation of Solvency	By placing an order for material quoted by PAC, Buyer represents and acknowledges that they are not insolvent, and that Buyer has both the ability and intention to pay for all material ordered by Buyer in accordance with the agreed payment terms. If Buyer fails to pay one or more invoices in accordance with the agreed payment terms, or if, in the sole judgment of the management of PAC, there is reason to believe that the financial situation of the Buyer has deteriorated to the point where Buyer is no longer able to timely meet its financial commitments, then PAC shall have the right to stop shipments or suspend performance on any and all contracts, without liability, until all past-due balances have been paid and/or until assurances of payment acceptable to PAC have been received.
13	Payment	PAC accepts payment via check, credit card, and wire transfer. Credit card payments are subject to a 3% convenience fee. If PAC directs Buyer to remit payment to a bank or other depository, Buyer agrees that such payment shall not necessarily constitute payment-in-full or a final settlement of Buyers account notwithstanding any language to the contrary on Buyers check, draft, or other order. Accounts which are past due are subject to a service charge of 1.5% per month (18% per annum) on the unpaid balance. Buyer agrees to pay collection costs and reasonable attorney fees in the event that legal action is required for PAC to obtain payment of monies due.
14	Order Cancellation	Written consent from PAC is required before cancellation of any special mill-ordered material. In such cases, a cancellation fee for an amount to be specified by PAC will be charged. In no case will the cancellation fee exceed the value of the order.
15	Warranty & Limitation of Liability	PAC warrants that goods sold to Buyer will conform to the stated descriptions and specifications contained in mill test reports, certificates of compliance and shipping tickets. PAC makes no other warranty, either express or implied, nor written or oral, and specifically excludes all warranties of merchantability and fitness for a specific application. PAC's sole liability for any breach of contract shall be replacement of material or repayment of the purchase price of those materials, and the decision to replace or repay rests solely with PAC. If PAC elects to repay the purchase price, all materials must be returned to Pierce immediately.
16	Claims & Returns	Any item furnished by PAC that proves defective or outside of manufacturer's standard tolerances and variations will be replaced. Written notice within fifteen days from receipt of material is required, and no claim will be allowed for material which has been fabricated. Furthermore, no claim will be allowed for consequential damages, labor or other expenses incurred in the use of material supplied by PAC. After notification and verification, PAC will advise the proper procedure for the return of the material. Material returned due to Buyer error or for Buyer convenience are subject to a restocking charge. The amount of the restocking charge will vary depending upon the reason for the return, but will not exceed the total amount of the order.
17	Delivery and Claims Against Carrier	Orders to be shipped outside PAC's delivery area will be made by Common Carrier. Unless otherwise agreed in writing, these orders will be sent FOB origin, freight collect. All orders shipped freight collect are at the risk of the Buyer, and PAC's liability for the condition of the product is limited to the point where the Carrier takes possession of the shipment. In such cases, since title transfers to the Buyer when the material is delivered to the Carrier, it is the responsibility of the Buyer to initiate any claims against the Carrier for loss, damage or late delivery, and Buyer is still responsible for making payment within 30 days of delivery.
18	Applicable Law	The validity, performance and construction of this agreement shall be governed under the laws of the Commonwealth of Massachusetts. The parties agree that any dispute arising from this agreement shall be brought in such Massachusetts court that has jurisdiction of this subject matter. Both parties expressly waive any right to trial by jury.