

## **Americlاد, LLC Terms of Sale**

- 1.** Each contract for sale by Americlاد, LLC and acceptance of any purchase order submitted by a Buyer is expressly made conditional on Buyer's assent to these Terms and Conditions of Sale. Any additional, different, or conflicting terms and conditions set forth in any documents issued by Buyer at any time are hereby objected to by Americlاد, LLC, shall be wholly inapplicable to any sale by Americlاد, LLC and shall not be binding in any way on Americlاد, LLC. No waiver or amendment to this agreement shall be binding on Americlاد, LLC unless made in writing expressly stating that it is such a waiver or amended and signed by an officer of Americlاد, LLC.
- 2.** Americlاد, LLC may, at its sole discretion, agree to grant credit terms to Buyer. Any credit terms are subject to Americlاد, LLC continuing approval of Buyer's credit. If, in Americlاد, LLC's sole discretion, Buyer's credit or financial standing becomes unsatisfactory, Americlاد, LLC may withdraw or modify the credit terms. Buyer shall be responsible for Americlاد, LLC's cost of collection, including reasonable attorney's fees in the event of non-payment. A service charge of 1.5% per month (18% per annum) may be added to any past due accounts 30 days after invoice date and then on the last day of each succeeding month. Restrictive endorsements, terms, or other statements accompanying any payment shall be ineffective even though payment is accepted by Americlاد, LLC.
- 3.** The time for delivery communicated by Americlاد, LLC, if any, is an estimate. Americlاد, LLC will not be liable for any loss or damage to Buyer or others due to delay or not delivering in accordance with the estimated date. All delivery dates are subject to prior credit approval and required credit documents being supplied by Buyer to Americlاد, LLC.
- 4.** Americlاد, LLC assumes no liability for any technical advice given or results obtained there from, all such advice being given and accepted at Buyer's risk.
- 5.** Any changes made after time of order acceptance by Americlاد, LLC may result in additional charges.
- 6.** Unless other agreed to in writing by Americlاد, LLC, all goods, including those produced to meet an exact specification, shall be subject to the tolerances and variations consistent with the usage of trade, regular factory practices, and practical testing and inspection methods.
- 7.** THERE ARE NO EXPRESS WARRANTIES HEREUNDER. IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE EXTENT PERMITTED BY LAW AND ANY AND ALL OTHER IMPLIED WARRANTIES ARE EXCLUDED. IN NO EVENT IS AMERICLAD, LLC LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.
- 8.** The risk of loss, theft, destruction, or damage to products shall pass to Buyer F.O.B. Americlاد, LLC's applicable manufacturing facility.
- 9.** Any price quotations or order acknowledgments do not include sale, use, excise, or similar taxes, which may be added to your invoice.
- 10.** Prior authorization must be obtained from Americlاد, LLC prior to any returns, such return authorization Americlاد, LLC may withhold at its discretion. If a return is authorized, transportation charges must be prepaid by Buyer. After Buyer's order has been accepted, the order cannot be canceled without consent of Americlاد, LLC. Buyer shall be responsible to Americlاد, LLC for reasonable cancellation charges. Please note that most of the products we manufacture are custom and thus non-returnable.
- 11.** Americlاد, LLC shall not be liable for any actions or failure to act due to causes beyond its reasonable control, or due to acts of God, acts of Purchaser, acts of civil or military authority, priorities, fires, strikes, floods, epidemics, quarantine restrictions, war, riots, delays in transportation, car shortages, and inability due to causes beyond its reasonable control to obtain necessary labor, materials, or processing facilities.
- 12.** Buyer acknowledges that receipt of Americlاد, LLC's goods from carrier shall constitute acceptance by Buyer. Buyer acknowledges that acceptance of said goods is evidence of their conformance in quality and quantity to the agreement between the parties. Buyer has inspected said goods and by acceptance hereunder evidenced by a signature of Buyer's employee, agent, or principal. Buyer waives all claims against Americlاد, LLC for damages or otherwise non-conforming goods including quantity of said goods. Buyer shall have no further recourse against Americlاد, LLC after Buyer accepts said goods.
- 13.** This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Minnesota. Any action by Buyer for breach of contract for sale must be commenced within one (1) year after the cause of action has accrued.
- 14.** In the event any provision of these Terms and Conditions of Sale is determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions hereof shall remain in full force and effect.

*Last modified April 4, 2012*

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