



**VISION
METALS**

Vision Metals, LLC.

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Terms & Conditions of Sale

1. **ACCEPTANCE:** All orders are subject to acceptance by Seller and subject to Seller's ability to deliver. Each order is subject to credit approval at the time of shipment. Prices are quoted at time of order and are subject to change to current prices at the time of shipment.
2. **CANCELLATION:** No cancellation will be accepted on any order (1) after shipment has left the Seller's point of origin or (2) if Seller's material has been physically or chemically altered to meet the specifications communicated to the Seller by the Buyer.
3. **DELAY:** Seller shall not be liable for any loss or damage arising from delay in fulfilling any accepted order in accordance with its terms or for delays in processing or delivery whether directly or indirectly related to Seller's delay.
4. **SPECIFICATIONS:** Specifications and instructions on Seller's invoice are in accordance with directions of Buyer and full responsibility for their correctness and the appropriate use of the material is assumed by the Buyer. All orders placed by Buyer with Seller shall be clearly marked and communicated to avoid any misinterpretation, duplication, or other mishandling of the order. Any such additional costs caused by Buyer shall be assumed and paid by the Buyer.
5. **TOLERANCES:** All material sold is subject to the reasonable tolerances and variations introduced during the production of such material. Material sold outside such reasonable tolerances and variations shall be disclosed by the Seller to the Buyer. Purchases made by Buyer with knowledge of Seller's disclosures shall not alter or affect any of the terms of this contract.
6. **WARRANTY:** Seller warrants that the products covered hereby conform to the description, specifications, and instructions communicated by Buyer to Seller and as printed on the Seller's invoice. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES DIRECTLY OR INDIRECTLY ARISING OR RESULTING FROM THE BREACH OF ANY OF THE TERMS HEREOF OR FROM THE SALE, HANDLING OR USE OF THE PRODUCTS SOLD. NO EMPLOYEE OR REPRESENTATIVE OF SELLER IS AUTHORIZED TO CHANGE THIS WARRANTY IN ANY WAY OR GRANT ANY OTHER WARRANTY. Buyer shall give Seller prompt notice of and an opportunity to inspect any materials furnished hereunder which Buyer claims to be defective. Seller's liability hereunder, either for breach of warranty or for negligence, is expressly limited at the option of Seller to one of the following: A) Replacement at the agreed point of delivery of any products found to be defective or not to conform to the specifications set forth herein. B) Repair of such products, or C) Refund or crediting to Buyer of the price of the products.
7. **LIMITATION OF LIABILITY:** The Buyer's SOLE AND EXCLUSIVE REMEDY against the Seller hereunder is as described in Paragraph 6 above. The Buyer agrees that NO OTHER REMEDY SHALL BE AVAILABLE to him/her and that Seller shall not, in any event, be liable for incidental damages or for consequential damages, including loss of income, loss of time, lost sales, lost customers, injury to person or property, the liability of Buyer with respect to any other person, or for any other type or form of consequential damage or economic loss. Buyer hereby WAIVES all liability arising from statute, law, strict liability in tort or otherwise and whether or not occasioned by Seller's negligence.
8. **INSPECTION:** Buyer shall inspect all material provided by Seller promptly upon receipt and shall NOTIFY SELLER WITHIN 3 DAYS OF RECEIPT of any defect, nonconformity, or shortage. Such inspection shall include but not be limited to size, grade, and condition of material.
9. **RETURNED MATERIAL:** No material returns shall be accepted for material produced in accordance with the specifications provided by Buyer to Seller unless preauthorized by a Seller's representative. Seller may impose up to a 20% restocking fee on such material provided the material is not being returned due to defect or nonconformity.
10. **TERMS OF PAYMENT:** Invoices are payable in full within 30 days of delivery or within 30 days of invoice date, whichever is sooner. The Seller reserves the right to add a late charge of 1-1/2% per month to all balances over 30 days from invoice date if payment is not received within the payment terms of the sale
11. **OFFSETTING PAYMENTS:** Seller shall have the right to offset any payment due to Seller from Buyer with payment due from Seller to Buyer.
12. **GOVERNING LAW:** The parties agree that the Uniform Commercial Code as written, interpreted, and applied in the state of Georgia will govern all transactions and the interpretation of the terms of this contract.
13. **EXPORTS, RE-EXPORTS, and FREIGHT FORWARDERS:** Buyer agrees to comply with all applicable U.S. Government export rules and regulations covering materials destined for export, re-export, or shipment via freight forwarders. Buyer agrees to obtain any and all licenses and authorizations required by U.S. government agencies to accompany such export shipments. Buyer shall also indemnify and hold Seller harmless from any liability, penalty, and/or expense associated with the export of material due to Buyer's negligence or willful intent. Legal title of material designated for export shall pass from Seller to Buyer at an agreed upon location within the United States and under agreed upon terms and conditions of sale with Buyer assuming all export related shipment responsibility.
14. **SEVERABILITY:** If any provision or clause of this contract or application thereof to any person or circumstance is held invalid or unenforceable such invalidity or unenforceability shall not affect other provisions or applications of the contract which can be given effect without the invalid or unenforceable provision or application, and to this end the provisions of this contract are declared to be severable.
15. **ENTIRE CONTRACT:** All orders acknowledged, fulfilled, and invoiced from Seller to Buyer hereby shall be subject to the terms and conditions contained in this agreement and to no others whatsoever. No waiver, alteration or modifications of the terms and conditions contained A) in this contract, B) on any invoice or C) on a Purchase Order provided by Buyer to Seller shall be binding unless in writing and signed by an executive officer of the seller. Such agreement must be drafted on Seller's form and shall not be effective or enforceable on any signed Purchase Order accepted by Seller regardless of Buyer's stated terms that may vary from this contract.

Buyer (Company Name): _____

Authorized Officer Signature: _____ Title: _____

Printed Name of Officer: _____ Date: _____