

Aluminum Supply Co.

14359 Meyers Road
Detroit, MI 48227
(313) 491 – 5040
(313) 491 – 6380

www.AluminumSupply.com



Creating your vision in metal since 1948

Aluminum Supply Terms and Conditions

- 1. Applicability:** These Terms and Conditions, along with any quotations, sales confirmations, delivery receipts, and invoices provided, govern the sale of goods by Aluminum Supply Company, Inc. (the "Seller") to the buyer. These terms supersede all prior agreements and understandings, written or oral, and prevail over any conflicting terms of the buyer. In case of a signed contract between Seller and Buyer, the terms of that contract will prevail over any inconsistencies.
- 2. Quotations and Orders:** All quotations are subject to change without notice and depend on the availability of the cited material. Quotes are valid for 10 business days unless otherwise stated. Prices may adjust based on material, finishing, and labor costs at the time of delivery. Written consent from Seller is required for any cancellation or modification of orders, especially for special orders involving third-party suppliers.
- 3. Delivery and Shipping:** Goods will be delivered to the Buyer's specified delivery point using Seller's standard methods for packaging and shipping. Seller aims to deliver goods within a reasonable time after receiving the Buyer's purchase order, subject to the availability of goods. Seller is not liable for any delays, loss, or damage in transit.
- 4. Shipping costs:** Shipping costs may vary depending on the internal/outsourced method utilized. Seller reserves the right to implement freight surcharges due to increased fuel/freight costs.
- 5. Delivery and Acceptance:** Buyer is responsible for inspecting shipments upon arrival and must report any shortages or damages within 3 business days of the promised/agreed upon delivery date to both the carrier and Seller to maintain the right to any remedy. Seller may establish a storage fee for deliveries not accepted by the Buyer within 5 business days of notice. The specific confirmation procedure will depend on the delivery method (signed off for internal logistics, tracking for common carrier).
- 6. Payment Terms:** Payment terms are Net 30 days for open accounts subject to credit inquiry and following approval. Approval, terms, and credit volumes/amounts are not guaranteed. All other sales are C.O.D. with a 50% deposit required for custom fabrication orders. Late payments may incur additional costs for collection, including legal fees.
- 7. Warranty and Liability:** Seller warrants that goods will conform to specified standards at the time of shipment. Seller disclaims all other warranties, express or implied. Liability for non-delivery or non-conforming goods is limited to replacement or refund when carrier/seller is notified within 3 business days of the promised/agreed upon delivery date (as specified in Section 5). Seller is not liable for consequential, indirect, or punitive damages arising from any breach of these terms.
- 8. Technical Advice:** Any technical advice offered by Seller is without charge and without liability. Buyer assumes all risk for the application and use of such advice.



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9. Force Majeure: Seller is not liable for any failure to perform due to circumstances beyond its reasonable control, including but not limited to acts of nature, terrorism, or similar superseding events.

10. Compliance with Laws: Buyer agrees to comply with all applicable laws and regulations in relation to the goods purchased.

11. Amendment and Termination: These terms may be amended by Seller without prior notice to Buyer. Seller may terminate these terms with immediate effect if Buyer fails to comply with any term, becomes insolvent, or is subject to bankruptcy proceedings.

12. Miscellaneous: These terms set forth the entire agreement regarding the sale of goods, with no third-party beneficiaries. The relationship between Seller and Buyer is that of independent contractors.

Buyer agrees to indemnify and hold harmless Seller from and against any and all claims, losses, damages, expenses (including reasonable attorneys' fees), or liabilities incurred by or asserted against Seller that arise out of or in connection with: (a) Buyer's breach of these Terms and Conditions; (b) Buyer's negligence or intentional misconduct; or (c) Buyer's use of the goods purchased from Seller.

These terms are governed by the laws of the State of Michigan, with jurisdiction for any disputes in the federal or state courts of Wayne County, Michigan.

13. Notice: All notices must be in writing and addressed to the parties at the addresses on the sales documentation or as otherwise specified in writing.

