



## **Standard Terms and Conditions of Sales by Ameriform, LLC**

1. A 50% deposit is due to Ameriform with a signed purchase order at time of order entry; balance due C.O.D. (cash on delivery). Other terms can be arranged upon review of Ameriform's completed, signed Credit Application. Unless other terms are arranged in advance, no materials will be shipped without a deposit and payment in full is due upon delivery. By signing the Credit Application, buyer agrees that all future sales from Ameriform are governed by the terms in that Credit Application.
2. Late payments beyond agreed upon terms are subject to an interest charge of 1-1/2% (one and one half percent) per month on the unpaid balance, or interest may be charged at the legal rate of the state where the goods are delivered. Interest shall be compounded monthly. Time is of the essence for all obligations.
3. All purchase orders are subject to acceptance by Ameriform, LLC, based upon previously generated formal written quotations. All quotations are valid for 30 days unless otherwise indicated. Ameriform's issuance of a quote as an offer and/or Ameriform's acceptance of a buyer's purchase order are expressly conditioned upon the buyer's assent to all of the terms stated herein. Buyer's receipt and retention of goods delivered constitutes an expression of buyer's assent to the terms stated herein, but such retention shall not be the exclusive form of assent.
4. All shipments originating from Ameriform's warehouse(s) will be charged freight for delivery. All materials in our warehouse inventories are subject to prior sale.
5. Buyer agrees that Ameriform is entitled to recover all costs, including reasonable attorneys' fees, incurred in pursuing the collection of any unpaid invoice amount.
6. Unshipped orders are allowed 30 days warehouse storage free of charge from requested delivery date at time of order. Storage fees of \$1.25 per crate per day will start on the 31<sup>st</sup> day of storage and accrue until order is released from storage for shipment. Any materials that are not available for immediate shipment from our warehouse inventories will require a six to eight week factory order lead time. All factory direct shipments require full crate quantities of 10 crates per shipment minimum and 12 crates per shipment maximum. A \$200.00 re-crating charge will apply to shipments of less than full crate quantities.
7. All deliveries must be inspected upon receipt. Shipping documents must be filled out accordingly, and all damages must be noted on shipper's paperwork. Materials received in damaged condition must be reported in writing to Ameriform within 2 business days of delivery.
8. Buyer will provide installers product and installation specifications for all products purchased from Ameriform. Authority Having Jurisdiction (AHJ), not Ameriform, is responsible for confirming product compliance with local building code.
9. In the event of breach by Ameriform, buyer's exclusive remedy shall be for the repair or replacement costs for defective the goods ordered from Ameriform, and in no event will Ameriform be liable for consequential damages or liquidated damages. Product warranties apply. Any materials returned for credit must be received at an Ameriform-appointed warehouse of choice in good condition, without damage, and qualify for re-sale. A 15% re-stocking charge will be applied to the material value of the returned goods. No returns will be accepted unless prior agreement for the return has been made with an authorized representative of Ameriform, LLC. All materials authorized for return are to be shipped pre-paid freight at the buyer's expense. No collect shipments will be accepted.
10. Any alteration of Ameriform's standard terms must be agreed to in writing by an authorized representative of Ameriform. Any verbal agreements between buyer and Ameriform must be put in writing to be effective.