



## *Smith Metal Sales Terms and Conditions*

**1. Acceptance:** These terms and conditions shall govern all sales and agreements made by Smith Metal. Acceptance of any offer, or work order by the customer indicates acceptance of these terms and conditions. These terms and conditions shall prevail over any other terms or conditions contained in or referred to in a customer's purchase order, proposal, or negotiation, unless these other terms are expressly agreed to in writing by Smith Metal.

**2. Pricing:** Prices are as stated in the provided quote, unless an error or omission in the quote is identified, in which case we will notify the customer. Prices are subject to change with alterations to the order, communicated and agreed upon in writing. All prices exclude taxes, levies, or duties; customers are responsible for these additional charges.

**3. Payment:** Payments are due in accordance with the agreed-upon payment terms as specified on the invoice. Late payments will be subject to fees as detailed in our "Late Payment Terms" notice on our quotes, sales orders, and invoices. Payments are due in accordance with the agreed-upon payment terms as specified on the invoice. If not received by the specified due date, amounts will accrue interest at a rate of 1.5% per month (or the highest rate permissible under applicable law, whichever is lower) from the due date until paid. Should collection efforts become necessary due to non-payment by the specified due date, the buyer agrees to cover all associated costs, including collection agency fees and reasonable attorney's fees.

**4. Delivery:** Delivery dates provided by Smith Metal are estimates. While we endeavor to meet these dates, Smith Metal shall not be liable for any loss or damages resulting from delivery delays. Smith Metal may, at its discretion, make partial deliveries and invoice the customer for the partial delivery.

**5. Inspection:** Customers have 15 days from receipt to inspect and notify Smith Metal of defects. Upon notification, Smith Metal will, at its discretion, repair, replace, or refund the faulty product. Failure to notify within this period constitutes acceptance of the goods.

**6. Limitation of Liability:** In no event shall Smith Metal be liable for any incidental, consequential, or special damages arising out of or related to the sale or use of our products.

**7. Compliance:** As an ISO 9001:2015 and Service-Disabled Veteran Owned Small Business (SDVOSB) certified manufacturer, Smith Metal complies with all industry standards and regulations. Any special compliance needs must be communicated at the time of order.

**8. Confidentiality:** All technical and commercial information shared between Smith Metal and the customer shall be treated as confidential unless explicitly stated otherwise.

**9. Termination:** Smith Metal reserves the right to terminate any order if the customer breaches any of these terms or if there are concerns about the customer's financial stability.

**10. Governing Law:** This agreement and any disputes arising out of or in connection with it shall be governed by the laws of Michigan, United States of America.

**11. Queries and Clarifications:** For any questions or clarifications regarding these Sales Terms and Conditions, please contact Chelsea Sutton at [chelsea.sutton@smith-metal.com](mailto:chelsea.sutton@smith-metal.com).

**12. Force Majeure:** Neither party shall be held responsible for any delay or failure in performance of any part of this agreement to the extent such delay or failure is caused by events beyond their reasonable control, such as fire, flood, war, embargo, strike, or act of God.

**13. Dispute Resolution:** Any disputes arising from or in relation to this agreement shall first be attempted to be resolved through negotiation between the parties. If negotiation is unsuccessful, the parties agree to resolve the dispute through binding arbitration in the state of Michigan.

**14. Modification of Terms:** Smith Metal reserves the right to update or modify these terms and conditions at any time without prior notice. The version of the terms and conditions that will apply to your order will be those on Smith Metal's website at the time the order is placed.

**15. Indemnification:** The customer agrees to indemnify, defend, and hold harmless Smith Metal from any and all claims, liabilities, expenses, and damages, including reasonable attorneys' fees and costs, resulting from the customer's misuse of the products or breach of these terms.