



NILES FENCE & SECURITY PRODUCTS, LLC.

P.O. Box 191 • Niles, Ohio 44446-0191 • **Phone:** 800.321.2727 • **Fax:** 330.652.6497 • **E-mail:** info@nilesfence.com
www.nilesfence.com

Terms & Conditions DISCLAIMER

Products furnished shall be subject to standard manufacturing variations, seller warrants that the materials furnished shall conform to specifications ordered by buyer. Seller makes no other warranties, express or implied and specifically excludes all warranties of merchantability and fitness for a particular purpose.

Buyer's exclusive remedy and seller's sole liability shall be limited to seller's replacing materials that do not conform to specifications. In no event shall seller have any liability for damages in connection with the sales of materials in an amount exceeding the purchase price of the materials sold and seller shall have no liability whatsoever for consequential damages, or for any loss or damage, directly or indirectly arising from the use of such merchandise.

Sellers Conditions Govern All Transactions

1. The conditions of this order or sales contained herein apply to all quotations made and acknowledgements entered into by Niles Expanded Metals ("Seller" herein). The provisions hereof may in some instances conflict with some of the terms and conditions affixed to a form or order blank specified or supplied by Buyer Acceptance of Buyer's order is made on the express understanding that, in the event of such conflict. The Seller's terms and conditions shall govern, whether Buyer accepts these conditions by written acknowledgement, by implication, or acceptance and payment for materials ordered hereunder. Seller's failure to object to any provisions contained in any communication from Buyer shall not be deemed a waiver of these provisions. Any changes in the terms or conditions contained must be specifically agreed to in writing by an officer of Seller.

Terms of Payment

2. Terms of payment, shown on Front of Invoice, subject to such limits or changes as may be set by Seller, Cash discount, if any as indicated, will apply only on the net amount of invoice after deducting transportation charges and taxes thereon, and will be allowed only if taken within the time stated, and provided there are no past due items.

Payment in Advance

3. If upon or at any time after acceptance hereof the financial responsibility of the Buyer is or becomes impaired or unsatisfactory to the Seller, or if any payment is not made in accordance with terms stipulated in this order, cash payment in advance of shipment may be required and if not made, the Seller shall have the right, at its option, to suspend further shipment of this order or to cancel this order and / or all other orders reserving any and all rights to damages by Buyer's breach of contract.

Taxes and Charges

4. The amount of present or future sales, revenue, excise or other taxes applicable to the listed items sold shall be added to the purchase price and shall be paid by the Buyer, Seller shall not be responsible for any destination detention charges.

Order Procedure

5. All sales are firm and not subject to cancellation or revision of prices except by and with the consent of the Seller, and instance upon cancellation or suspension of manufacture or of shipment, or failure to furnish specifications when required, may be treated as a breach of contract, and the Buyer shall immediately be liable for all damage arising therefrom.

Excusable Delays

6. Seller shall not be liable for loss of any kind resulting from delays or failure to make delivery because of strikes, fire, Act of God, Government regulations or any other causes beyond Seller's control.



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Warranty

7. SUBJECT TO STANDARD MANUFACTURING VARIATIONS, SELLER WARRANTS THAT THE MATERIALS FURNISHED HEREUNDER SHALL CONFORM TO SPECIFICATIONS. IN NO EVENT SHALL SELLER HAVE ANY LIABILITY FOR DAMAGES IN CONNECTION WITH THE SALE OF MATERIALS IN AN AMOUNT EXCEEDING THE PURCHASE PRICE OF THE MATERIALS SOLD AND SELLER SHALL HAVE NO LIABILITY WHATSOEVER FOR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OR DAMAGE, DIRECTLY OR INDIRECTLY ARISING FROM THE USE OF SUCH MERCHANDISE.

Notification of Errors - Warranty Procedure

8. Claims for shortage or for defective material must be made within 10 days after receipt of shipment. Claims for defective materials shall in no event include allowance for labor on such material. Materials for which damages are claimed, require Seller's written consent before being returned, repaired or discarded. BUYERS EXCLUSIVE REMEDY AND SELLER'S SOLE LIABILITY SHALL BE LIMITED TO SELLERS REPLACING MATERIALS THAT DO NOT CONFORM TO SPECIFICATIONS. IN NO EVENT SHALL SELLER HAVE ANY LIABILITY FOR DAMAGES IN CONNECTION WITH THE SALE OF MATERIALS IN AN AMOUNT EXCEEDING THE PURCHASE PRICE OF THE MATERIALS SOLD AND SELLER SHALL HAVE NO LIABILITY WHATSOEVER FOR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OR DAMAGE, DIRECTLY OR INDIRECTLY ARISING FROM THE USE OF SUCH MERCHANDISE.

Cancellation

9. Buyer's cancellation will be accepted only upon Buyer's acceptance and payment in full for furnished items within (10) days of completion; and on other items in process of manufacture.

Special Orders

10. Ordering special material may involve a variation in quantity of material received from our supplier of plus or minus 10% from the quantity involved. Customer will be shipped and invoiced for resulting quantity. If customer prefers exact quantity, as assured in advance, an extra charge of 5% over regular price must be added.

Processing Outside of Plant

11. Seller assumes no responsibility for customer's materials while such materials are being further processed by others outside of Seller's plant and no warranty of any kind is extended by Seller with respect to such further processing.