

TERMS AND CONDITIONS OF SALE

1. PAYMENT: Payment terms are at the sole discretion of Advanced Metal Works, Inc. The Company reserves the right to determine and alter credit terms based on periodic evaluation of the customer's credit worthiness. Advanced Metal Works, Inc. reserves the right to require partial or complete payment prior to the start of work on custom fabrication or where the customer is not established with the Company. Projects may be progress billed if the material costs or time to complete, warrant such action. All billed invoices not paid within 30 days are subject to a 1.5% per month finance charge (18% per annum). Advanced Metal Works, Inc. reserves the right to pre-lien all projects we deem appropriate to protect our rights for payment.

2. SHIPMENT: Products are sold FOB our location. All freight charges, if shipping is required, will be added as a separate charge.

3. RETURNS/CANCELLATIONS: Custom fabricated items are not returnable. Standard manufactured items may be returned for restocking. All items returned must be in new and unused condition. A restocking fee of 30% will be charged on all returned items. Custom fabrication orders may be cancelled only prior to start of fabrication and a cancellation fee will be assessed. Cancellation fee includes: any and all costs incurred in association with the fabricated item.

4. WARRANTY: Advanced Metal Works, Inc. warrants all workmanship related to custom fabricated items. Any defects in workmanship need to be addressed at point of purchase at Advanced Metal Works, Inc. Shop or upon delivery. Items will be repaired or replaced if returned within 48 hours. In order for warranty to be honored, items must not be altered. Normal wear and tear is not covered by warranty.

5. DELAYS: We will make every effort to give you a time of completion of your order. However, delays caused by conditions beyond the reasonable control of either party shall not be the liability of either party. Termination of this agreement prior to completion can only be done with the agreement of both parties including responsibility for payment of any costs already incurred.

6. LIMITATION OF LIABILITY: Under no circumstance shall Advanced Metal Works, Inc. be held liable for any incidental, special, or consequential damages as a result of the installation or use of products purchased from Advanced Metal Works, Inc. including customer inability to use product or loss of revenue.

7. CLAIMS: Any suits arising from the performance or non-performance of this Agreement, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.

8. SUPERCEDE, ASSIGNMENT, and MODIFICATION: This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Advanced Metal Works, Inc.'s prior written consent. No modifications to this Agreement shall be binding unless in writing and signed by both parties.

9. DISCLAIMER: Advanced Metal Works, Inc. does not employ an engineer. All products are built per SMACNA Standards. If special engineering is required, Advanced Metal Works, Inc. has Business Partners it uses for Engineering Services. This must be arranged in advance.