



Avalon International Aluminum, INC



TERMS AND CONDITIONS / SALES AGREEMENT

1. **Price.** Written quotation prices will be honored on orders accepted within 30 days of the written quote from Avalon. All other shipments will be invoiced at current prices. All prices stated net of any federal, state or local sales taxes, which are Buyer's responsibility. In the event that any such taxes are charged to us on your order, Buyer will be invoiced in full for those taxes.

2. **Freight.** All products are sold to you F.O.B. Avalon factory, Tualatin, Oregon, and shipped by common carrier. Freight charges MAY be prepaid by Avalon and invoiced to Buyer. Delivery to common carrier shall constitute delivery to Buyer.

3. **Claims.** Inspection shall occur immediately upon unloading our products from the carrier. For freight shortages or damage, make an exception on the delivery ticket. **BUYER MUST AND WILL CLEARLY NOTE ANY DISCREPANCY IN MATERIAL QUANTITIES OR SIZES ON THE PACKING LIST WITHIN 36 HOURS OF DELIVERY AND SHALL NOTICE THE SAME TO AVALON IMMEDIATELY.** Buyer must notify Avalon immediately in the event of such discrepancy or product defects. Shortages, breakage or damage occurring during transit is the responsibility of the carrier, and **NOT** Avalon. Any non-conforming products which are not the result of carrier damage or loss must be returned only after inspection by Avalon and upon receipt of shipping instructions from Avalon.

4. **Limited Warranty.** For a period of one year from the date of shipment, Avalon warrants that all products will be free from defects of workmanship. Buyer must confirm all quantities and dimensions. Except as set forth above, **ANY AND ALL EXPRESS WARRANTIES ARE EXCLUDED AND DISCLAIMED. ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSES ARE EXCLUDED AND DISCLAIMED.** Avalon will not be liable for normal manufacturing defects or customary variances from specifications.

5. **Remedies.** Avalon shall only be liable for replacement or repair of materials determined defective by Avalon. **IN NO EVENT SHALL AVALON BE LIABLE FOR BUYER'S COSTS, LOST PROFITS, GOODWILL, DAMAGE OR INJURY TO PERSON OR PROPERTY, OR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

6. **Shipping Date.** The shipping date set forth in the Avalon order confirmation shall be complied with as nearly as possible and is conditioned upon Buyer's obligation to promptly provide accurate data necessary to process the order, including but not limited to approved shop drawings, signed Sales Order and receipt of deposit, if required. Avalon further reserves the right to change the scheduled shipment date set forth in our order confirmation in the event of strike, lockout, accident, fire or acts beyond our control.

7. **Payment Terms.** All orders require a signature approval on the following: Quotation, and Shop Drawings. A 30% to 50% non-refundable deposit prior to acceptance and production scheduling may be required on all orders that include glass or orders of special and custom nature. Avalon may require payment in full prior to shipment on all amounts not subject to prior credit approval. Upon credit approval by Avalon, the terms are **Net 30 days with no retention from Invoice date.** Finance charges of 1.5% per month (or the highest rate permitted by law), collection charges and attorney's fees will be added to all past-due accounts. In the event that we have extended credit to Buyer, we may at our discretion, prior to actual shipping, withdraw such extension of credit, and we shall be under no obligation or liability whatsoever for failure to ship by reason of such election. In the event of a dispute or litigation regarding the sales of materials or the terms of this Agreement, Avalon shall be awarded its costs and attorney's fees, and costs and fees at trial and upon appeal.

8. **General Conditions.** Avalon is a material supplier only. This material is not stocked as ready to ship material. Material is prepared for your project specifically. Due to the custom nature of this order, Buyer shall not change or cancel order. In the event Buyer shall change or cancel any confirmed order, Buyer shall pay a cancellation charge of not less than 25% of the Sales Order amount. Order confirmation is contingent upon return of this document and/or deposit, if required.

9. **Governing Law.** The laws of the State of Oregon shall govern this Agreement and venue shall exclusively be laid in the County of Multnomah, State of Oregon for any claim or action. Avalon may obtain a credit report on Buyer and on any personal guarantor.

10. **Entire Agreement.** The written terms and conditions herein and/or attached hereto contain the entire agreement between the parties, including all terms and conditions. No oral agreements or other exist unless executed and acknowledged by written document that contains both parties' signatures. **THIS ORIGINAL, SIGNED DOCUMENT MUST BE RETURNED TO AVALON.**

ACCEPTED BY BUYER: _____
Corporate Officer's Signature

COMPANY NAME: _____

01/27/2020 revision _____
Print Officer's Name and Title

DATE: _____