



### **Terms and Conditions**

- 1.) **PROPOSAL ACCEPTANCE:** This proposal is offered for acceptance within 30 days from its date, after which it is subject to confirmation by the Seller and is made with the understanding that, if accepted by the Buyer, the following terms and conditions are agreed to.
- 2.) **ESCALATION:** Pricing for any subsequent Purchase Order pertaining to this proposal will be held firm for release of production for a period of 180 days after receipt of order. Items not released for production within this 180 day period will incur a cost escalation fee of \_\_\_% every \_\_\_ days, thereafter, until all bid items have been released for production.
- 3.) **TAXES:** ALL excise, privilege, occupation, sales, personal property, and other taxes (whether Federal, State, or Local) applicable to the Seller's products covered herein, and for the collection or payment of which the Seller shall be liable, shall be added to the selling price or said products and shall be paid by the Buyer although not specifically set out as an item in the price herein.
- 4.) **DELAYS:** Seller is not responsible for any delays on account of transportation difficulties, priorities of any kind, strikes or accidents at Seller's factory, war, acts of God, or other causes beyond the Seller's control.
- 5.) **PER POUND PRICING:** In "Per Pound Pricing" proposals, the weights shall be calculated in accordance with the AISC Code of Standard Practice.
- 6.) **MATERIALS and INSPECTIONS:** Unless otherwise specified herein, the execution of this contract and all materials furnished therefor will be in accordance with the current Standard Specifications and Code of Standard Practice of the American Institute of Steel Construction which are hereby referred to and made a part hereof as if set forth herein. For mutual protection, all materials and workmanship shall be subject to inspection and final acceptance, by the Buyer, at the Seller's facility prior to shipment. If the Buyer wishes to exercise this privilege of inspection at the Seller's facility, Buyer shall so notify the Seller promptly after this proposal is accepted.
- 7.) **FREIGHT:** When the material price is quoted "F.O.B. origin", the freight charges and, when applicable, the transportation tax will be for the account of the Buyer. When the material price is quoted "F.O.B destination" or "F.O.B origin, freight allowed" the freight charges and, when applicable, transportation tax will be paid by the Seller.
- 8.) **CLAIMS FOR LOSS OR DAMAGE IN TRANSIT:** When material is sold "F.O.B. origin" or "F.O.B. origin, freight allowed" the responsibility for filing claims for loss

**"Engineering From The Outside In"**

THOMPSON  
FABRICATING, L.L.C.

P.O. Box 170160 Tarrant, AL 35217



or damage in transit is the Buyer's. When material is sold "F.O.B. destination" the Buyer will check all material received against the packing lists and if any shortage or damage is found, such damages and shortages shall be called to the immediate attention of the local carrier's agent and to the attention of the Seller.

Such damages and shortages shall be noted on the carrier's "Bill of Lading" and copies of same sent to the Seller. The Buyer will furnish the Seller with a detailed

report of all conditions found, as well as the carrier's report, to enable Seller to promptly file claim for loss or damage in transit in accordance with standard claim procedures. Noncompliance with this procedure will void Buyer's claim for shortages and claim for damaged goods.

8.) DEFECTIVE or INCORRECTLY MANUFACTURED MATERIALS: If any material, as furnished by the Seller, is alleged by the Buyer to be defective or incorrectly manufactured and is rejected by the Buyer, the Buyer shall promptly notify the Seller and said Seller shall have the option of replacing or correcting, within a reasonable time, any defective material or fault in manufacture, at its own expense, or reimbursing the Buyer the agreed cost of replacement or correction. The Buyer shall not furnish any material or do any work for the Seller's account without specific authorization and definite written agreement from the Seller as to the consideration, and in no case shall the Seller be liable for more than the price charged for such material as may prove defective, and no payment shall be withheld by the Buyer pending the adjustments of liability or amount of cost of alleged errors.

9.) TERMS: Terms shall be ½ if 1% 10 Days, net 30 Days, unless otherwise noted. Terms are subject to credit approval.

10.) VIOLATION of TERMS: The Seller may at its option suspend work and deliveries under this contract, except for cash, if in its opinion the credit of the purchaser becomes impaired. Work will not resume until the Seller has received full settlement of security for shipments made and services rendered and is satisfied as to Buyer's credit for further shipments. If Buyer fails or refuses to furnish such satisfaction or security, the Seller shall have the right to enforce payment of the full contract value of the material and labor already furnished or in progress. When the Buyer's liability to the Seller is resolved, the Seller may proceed with the contract, and shall be entitled to such an extension of time for the performance thereof as is necessitated by the suspension. The Seller will not be liable for any cost that the

**"Engineering From The Outside In"**

**1411 Commerce Place - Tarrant, AL 35217 ♦ (205) 841-0441 / (205) 841-0822 fax**

THOMPSON  
FABRICATING, L.L.C.

P.O. Box 170160 Tarrant, AL 35217



Buyer may incur as a result of suspension of work and shipments as stipulated in this clause.

- 11.) CONFLICT of CONDITIONS: In the event of a conflict between the clauses and conditions of the proposal and conditions stated in the plans and specifications, the clauses and conditions of this proposal shall govern.
  
- 12.) AGREEMENTS OUTSIDE of CONTRACT: It is expressly agreed that there are no promises, agreements or understandings outside of this contract and any subsequent cancellations or modifications must be mutually agreed upon, in writing, between the Seller and the Buyer.
  
- 13.) DELEGATED DESIGN: Projects requiring the Seller to submit Professionally Engineered and/or Designed products or structures may require additional time to complete. When performing these services, the Professional Engineering services supplied by the Seller will only apply to the fabricated items and not include the foundations, footers or pilings that support these items or to which these items attach.
  
- 14.) DESIGN FEES: Costs for Professional Engineering Services will be invoiced upon their submittal
  
- 15.) COMPLETION DATES and RE-PRICING: Items in this agreement which remain open, past the original completion date, due to lack of information, field dimensions, delays in approvals or extended construction schedule are subject to re-pricing at the time that they are released.

**“Engineering From The Outside In”**

**1411 Commerce Place - Tarrant, AL 35217 ♦ (205) 841-0441 / (205) 841-0822 fax**