

AGREEMENTS: All agreements are subject to strikes, accidents or other causes beyond our control. Prices and designs are subject to change without notice.

TAXES: The buyer is liable for any Federal or State taxes imposed on the seller.

WARRANTY: We guarantee to replace, or at our option, to repair any material which we find in our sole discretion to be defective in material or workmanship; provided that a claim and proof thereof is made in writing to us within thirty (30) days after purchaser's receipt. In no event shall we be liable for transportation to or from our factory, installation, adjustments or any expenses or damages which may arise in loss of use, and the foregoing shall be the purchaser's sole remedy hereunder. No other warranty or guarantee of any kind is made, expressed or implied. Products sold but not manufactured by Empire are not warrantied by Empire; however, to the extent possible, Empire will pass through to the purchaser any supplier's warranty.

CLAIMS: Claims for shortages must be made in writing within 10 days of receipt of goods. All material sent out will be carefully counted and packed.

- For less than truckload (LTL) shipments, claims for goods damaged or lost in transit should be made directly to the carrier as our responsibility ceases once goods are transferred to the carrier. To help expedite the claims process with the carrier in the event damage occurs on a shipment where Empire is responsible for the freight charges, all damage must be specified as such on the delivery receipt.
- For small parcel shipments such as UPS, claims for goods damaged or lost in transit should be made to Empire, as the shipper is responsible for filing a claim with UPS:
 - Adding a declared value equal to the total of the goods shipped (if over \$100.00), is strongly recommended. In the event goods are damaged or lost in transit, a sufficient declared value can expedite the claims process through UPS. Please reach out to the Inside Sales Department for more information on declared values.
 - If Empire is responsible for the freight charges, a product credit will not be issued for goods that have been damaged or lost in transit unless we are reimbursed directly from UPS. If you or a 3rd party are responsible for the freight charges, and an appropriate declared value has been applied, you will be reimbursed for damaged or lost goods directly from UPS, and not through an Empire product credit.

LIABILITY FOR MISUSE: We shall not be liable for damages to property or persons due to improper installation of our material or through attempts to utilize the material under conditions which exceed the designed capabilities. Purchaser agrees to indemnify and hold Empire Industries, INC harmless from any and all claims, liabilities, damages, costs, and expenses asserted against us or incurred by us because of injuries to persons or damages to property resulting from the improper installations or misuse of the material.

RETURNS: Permission to return standard stocked merchandise must be obtained in writing. Credit will be issued subject to the following:

1. Return freight charges must be prepaid.
2. All material must be in first-class condition on arrival at our plant; if not, material may be rejected or reconditioning costs will be deducted from the credit memo.
3. Return good authorizations (RGA's) will require a signed, authorized RGA form from the party returning the material. Any items that deviate from the signed RGA form will be deducted from the credit, or shipment may be refused.
4. Credit will be allowed on the basis of the price charged less a minimum handling charge of 25%, and less any outbound freight allowed or paid by Empire.
5. Materials are NOT RETURNABLE after 60 days beyond date of invoice.
6. Material must be returned within 45 days after RGA was issued to receive credit. If received after, Empire reserves the right to refuse shipment or adjust restocking charges.
7. Credits issued by Empire (for returned goods or otherwise) must be used within 12 months beyond date of credit invoice.
8. Generally speaking, special fabricated parts and special-order materials are NON-RETURNABLE.

SPECIAL ORDERS: Orders quoted special with non-standard material are not subject to cancellation or return unless such terms are agreed upon. Shipping and invoicing tolerances on specialty manufactured items is +/- 10% per item order quantity.

MILL TEST REPORT POLICY: In most cases, Empire Industries can furnish a Mill Test Report (MTRs) and/or Certificate of Compliance (C of Cs) upon receipt of a formal purchase order. If an MTR (or C of C) is to be required, Empire strongly suggests that we are made aware of such at the time of quotation. MTRs must be formally requested on the original purchase order and will not be available for product that has already been shipped. Please be advised that individual MTRs and/or C of Cs hold a minimum charge of \$25.00 each. Such charge will be applied to the corresponding invoice of the product purchased.

MINIMUM INVOICE: \$50.00 plus transportation.

INTEREST CHARGE: Any amount not paid within terms by the customer shall bear interest at the maximum rate permitted by law, not to exceed 1 1/2% per month.

FREIGHT ALLOWANCE: All prices are F.O.B. point of shipment. Full freight allowed orders are negotiated on a regional basis (Contact your local manufacturers representative or the factory direct).