

Terms & Conditions of Sale

- 1. When the word "Seller" is used in the document, it shall be constituted to mean Upside Innovations, LLC. When the word "Buyer" is used, it shall be construed to mean the person, partnership, firm, or corporation set forth on the face of this Contract.
- 2. Price is valid for 30 days from date on quote and material must ship within 60 days of signed contract. If material has not shipped within 60 days of signed contract and delay in shipment is not caused by Seller, the Seller reserves the right to adjust pricing due to the volatility in the commodity markets.
- 3. Unless otherwise specified, taxes will be included in the sales price (not in the quote price), when shipping into Arizona, California, New Jersey or Ohio. All prices are subject to increase, without notification, by the amount of any federal, state or local sales, use or excise taxes assessed as a result of this transaction. All applicable sales taxes will be charged and assessed, unless written documentation is submitted to SELLER, prior to shipment, authorizing exemption from payment of sales taxes
- 4. Payment Terms: 50% before shipment and 50% in 30 Days or Net 30 with approved credit. A completed and approved Upside Innovations, LLC credit application is required for consideration of credit being extended to Buyer. A service charge of 1-1/2% per month, or the maximum allowed by law, on the unpaid balance will be charged on all accounts not paid to our terms, as specified.
- 5. Return and Refund Policy: The Buyer may return a standard product and receive a refund if it is returned within thirty days (30) of receiving the product. To return a standard product, it must be in original condition and cannot show signs of use. The Buyer will not receive a refund for any Professional Engineer Stamped Drawings. If the Buyer decides to return a standard product, the Buyer will be responsible for applicable shipping and handling costs and may incur a 10-15% restocking fee. No custom product may be returned unless the Seller did not deliver the product specified in the Buyer-approved layout drawings.
- 6. Unless installation is quoted, seller shall have no obligation or responsibility for erection of materials ordered under this Contract or for supervising the erection of such materials. The materials ordered under this Contract shall be installed in strict accordance with shop drawings provided by Seller. In no event shall Seller be liable for materials not properly installed in accordance with Seller's approved shop drawings.
- 7. Unless installation is quoted, Buyer is responsible for insuring that proper and adequate care and caution is exercised to protect all materials during the phases of unloading, jobsite storage, and erection. Buyer also agrees to be responsible for providing adequate temporary shoring and bracing during erection of the materials. It is expressly agreed and understood that Buyer shall be solely responsible for the protection of life and limb throughout all phases of unloading, jobsite storage, and erection, and that Seller assumes no liability or responsibility in this regard.
- 8. Buyer shall be responsible for all loss or damage to materials at the F.O.B. point, and for accurately receipting for each shipment. Claims for errors, shortages, imperfections, deficiencies, etc. that would be apparent from a visual inspection of the materials shall not be considered by Seller unless made, in writing, within two days (2) after receipt of sealed bundles; and within thirty (30) days after receipt of shipment for contents of all sealed bundles and boxes. BUYER agrees to return a signed Bill of Materials to SELLER within two (2) days after receipt of shipment confirming correct number of sealed bundles has been received by BUYER. Failure of Buyer to comply with this requirement shall release and discharge Seller from all responsibility or liability. In the event that any material furnished by seller is not in accordance with this Contract, it is understood that Buyer will immediately discontinue its use and advise Seller, in writing, so that the Seller may have the opportunity to determine what must be done under the circumstances to prevent or minimize possible loss or damage to either party. Failure of Buyer to comply with this requirement shall release and discharge Seller from all responsibility or liability. In no event shall Seller be liable for any unauthorized repairs or alterations undertaken by Buyer.
- 9. Seller is not responsible for any delays occasioned by transportation difficulties, material shortages of any kind, accidents, war, acts of God, or any other causes beyond Sellers control. Under no circumstances shall Seller have any liability or obligation to Buyer for penalties or liquidated damages, unless Seller expressly agrees in writing.
- 10. Manufacturer warrants products fabricated by it against failure due to defective material for a period of one (1) year from date of substantial completion. All claims filed under this warranty must be presented to Seller in writing during the warranty period and not more than thirty (30) days after detection of any apparent defects. This warranty is extended only to the original owner of the products purchased hereunder and is nontransferable and non-assignable.
- 11. It is expressly understood that Seller's sole obligation in the event of a breach of the warranty provided in paragraph 9, and Buyer's sole and exclusive remedy, is that Seller will, at its option either repair defective or non-conforming material, or furnish, but not dismantle or install, necessary replacement materials, C.I.F. jobsite location. To invoke this remedy, Buyer must notify Seller within the time periods established in paragraph 9. Seller will then determine whether repair or replacement is necessary. Buyer must obtain written approval from Seller prior to undertaking any repair efforts; failure to obtain Seller written approval will void the warranty. If for any reason Seller is unable to remedy the breach of warranty by repair or replacement of defective parts, Buyer's sole and exclusive remedy is for a full refund of the purchase price. In no event shall Seller be liable for lost profits or other incidental or consequential damages.
- 12. This Contract cannot be canceled or modified by Buyer without Buyer's first obtaining an agreement in writing with Seller.

Company:	Accepted by:
Address:	Signature:
	Title:
City: State: Zip:	Date:
Phone #:	EIN #:
Fax #:	County to be shipped to: