



## TERMS AND CONDITIONS

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Receipt of a purchase order by Azimuth Custom Extrusions, LLC and confirmation of that purchase order to purchaser shall constitute purchaser's agreement to accept the following terms and conditions relative to the purchased product/s.

- 1) Azimuth Custom Extrusions, LLC, hereinafter "Azimuth", will manufacture products to advertised product specifications and products are only guaranteed as such. Such guarantees extend only to Buyer.
- 2) *Confidentiality* – Each party acknowledges that its respective performance of its obligations hereunder may require that it have access to confidential business and proprietary information of the other. Each party agrees on behalf of itself and its officers, directors, employees and agents to use its/their best efforts to prevent either duplication or disclosure of data, plans, specification, formulae, drawing or any other information whether business or technical, of a confidential nature, which has been furnished directly or indirectly, in writing or otherwise to the other. *Confidential information* shall include such information as would be apparent to a reasonable person, familiar with the disclosing party's business and the industry in which it operated, that such information is of a confidential or proprietary nature and that maintenance of its confidentiality would likely be of commercial value to the disclosing party. *Confidential information* shall not include information that is in the public domain prior to its disclosure, becomes part of the public domain through no wrongful act of the receiving party, was in the lawful possession of the receiving party or was independently developed by the receiving party.
- 3) *Terms* – Payment terms are Net 30 unless otherwise agreed to in writing. All past due accounts are subject to interest at 1.75% per month plus attorney fees and all other costs of collection.
- 4) *Freight* – All material is shipped FOB Evansville. Shipment > 5,000 pounds will be shipped prepaid. Shipments < 5,000 pounds will be shipped collect. The designation of all freight carriers is at Azimuth's discretion.
- 5) *Title and Risk of Loss* – Title to the goods and risk of loss thereof, or damage thereto, shall pass to Buyer upon shipment from Azimuth's dock. All goods shall be received by Buyer subject to its right of inspection and rejection.
- 6) *Returns* - Claims for short shipment or damage in transit must be made upon receipt. Buyer must give notice of claims for defective product within 30 days from receipt of product. A failure by Buyer to give such notice within the applicable time will constitute an absolute and unconditional waiver of all such claims. Buyer may reject only goods which do not conform to the terms and conditions of this Agreement. Goods so rejected must be returned to Azimuth with freight arranged by Azimuth within 30 days from the date on the Return Authorization for credit to be issued, all at Azimuth's expense. Goods may also be considered for disposal by Buyer upon receipt of written confirmation from Azimuth. No rejected goods shall be returned or disposed of without a proper Return Goods Authorization (RA) issued by Azimuth. In order to be considered for credit, returned material must be received at Azimuth's dock clean and properly packaged. Azimuth will maintain the credit on the customer's account for a maximum of 90 days to be applied toward the payment for customer purchases. Azimuth will not issue checks for credits or credit balances.
- 7) *Warranty* – Azimuth hereby disclaims all warranties, express or implied, including, but not meant to be an inclusive list, the implied warranty of merchantability and fitness for a particular purpose. Azimuth's only obligation shall be to replace any defective product. Prior to purchase, Buyer shall determine the suitability of the product for his intended use, and buyer assumes all risk and liability whatsoever in connection with the fit and use of the purchased product for the buyer's intended use. The foregoing may not be changed except by a written agreement signed by the officers of Azimuth.
- 8) *Custom Production* – Custom orders can incur minimum purchases of raw material requirements. The customer may be responsible for consumption of any excess materials through future orders or one time charges.

Azimuth rejects all additional, different, or modified terms and conditions submitted by Buyer. No modification of these terms and conditions shall occur by the acknowledgment or acceptance by Azimuth of a purchase order, acknowledgment, release or other form submitted by Buyer containing additional or different terms or conditions and Azimuth hereby gives Buyer notice of rejection of such additional terms and conditions.



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### RECYCLE POLICY

Azimuth Custom Extrusions, LLC is interested in assisting our customers with recycling the off-cut and trim materials they produce in processing sheet purchased from Azimuth. Azimuth will accept such material back from our customers and will credit their accounts against future purchases. Azimuth will not purchase this material from customers or accept material produced from other sheet suppliers, without special, written, agreement.

In order to provide this service in a fair and consistent manner and to maintain the high quality standards of our finished products, recyclable material will only be accepted under the following conditions:

- 1) A purchase order must be obtained for each return of recyclable material. This can be done by contacting our purchasing department, detailing the type and quantity of material involved and obtaining a purchase order for returned material.
- 2) Upon obtaining proper authorization the material can be returned by common carrier, **freight prepaid**, to our facility in Evansville, Indiana.
- 3) The amount credited to the customer's account upon receipt of the recyclable product at Azimuth will be dependent upon the following:
  - a) The **net** weight of the material returned.
  - b) The quality of the material returned. The material must be clean, dry, of a **single** resin type and must not be contaminated with wood, metal, paper or any other "trash" material. Returned material should be packaged in clean sturdy containers and clearly labeled to identify the material. If, in Azimuth's judgment, the returned materials do not meet these minimum quality requirements, the customer will be contacted in order to determine the final disposition of the material. Should this final disposition involve disposal of the material at Azimuth's expense, Azimuth reserves the right to charge the customer a disposal fee.
- 4) Upon inspection and acceptance of the returned recyclable material, Azimuth will credit the customers account within thirty (30) days and the customer will be notified of the amount of the credit.
- 5) Azimuth will maintain the credit on the customer's account for a maximum of 90 days. Azimuth will not issue checks for credits or credit balances.
- 6) The return of custom color material (i.e. colors other than Azimuth's house white or black) requires pricing confirmation from purchasing. The return of custom colored scrap must be accompanied by a purchase order for the same custom color if the customer wishes to maximize the scrap value. Otherwise, current market value will determine pricing for **ALL** returned material.

Azimuth rejects all additional, different, or modified terms and conditions submitted by Buyer. No modification of these terms and conditions shall occur by the acknowledgment or acceptance by Azimuth of a purchase order, acknowledgment, release or other form submitted by Buyer containing additional or different terms or conditions and Azimuth hereby gives Buyer notice of rejection of such additional terms and conditions.