

Industrial Material Corp. Terms and Conditions

- 1) Quotations: Pricing is based on full buy quantities quoted – we reserve the option to review partial orders for pricing adjustments. Quoted material subject to prior sale. All pricing and lead times must be confirmed at time of purchase.
- 2) 20% restocking charge on material shipped from IMC’s location, or shipped from out sourced vendor; restocking fee percentage is subject to change.
 - a. Customer credit applied after material has been physically received; and credit applied to IMC from vendor, if applicable.
- 3) Items Subject to No Return or Cancellation:
 - a. Buy-out /specially sourced material
 - b. Abrasive and Cutting material after use
 - c. Custom Fabricated, Cut to length and/or Coated Material
 - d. Supply material not returned within 30 days of shipping/purchase
- 4) Lead Times and Deliveries:
 - a. IMC makes every reasonable attempt to deliver and/or make available material(s) as per the date and time requested by the customer. However due to possible unforeseeable conditions or issues that may arise, IMC is not financially responsible or liable to any customer, company, it’s sub contractors or affiliates for any monetary losses incurred by the same with regards to delayed and/or missed delivery dates and times for material(s) purchased from IMC.
 - b. Lead Times for Hot Dipped Galvanized products or service are subject to change based on Galvanizer’s lead times at processing

Warranty. Industrial Material Corporation (IMC) represents and warrants: (1) that the goods herein described are fit for use for the specified purpose for which they are purchased and are free from defect in design, workmanship, and material and are in strict accordance with the specifications hereof, unless otherwise agreed in writing and IMC agrees to replace without cost any article, material or

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workmanship which shall be found defective within one (1) year from shipment; (2) that said goods and the sale or use of them does not infringe, directly or indirectly, any valid patent, copyright or trademark, and that IMC will, at its own cost and expense, defend, indemnify and hold BUYER, and its affiliated companies, sub-contractors, and clients harmless from and against any claims, demands, actions and litigation based on alleged or actual infringement thereof; (3) that all amounts charged by the IMC and payable pursuant hereto are lawfully chargeable under and shall not violate, directly or indirectly, the provisions of any present or future laws, decrees, regulations, rules or orders of any governmental authority which in any manner fix, limit, regulate, or otherwise affect prices at which said goods may be sold; and (4) that all United States statutes applicable to furnishing labor and materials or sales merchandise for use on government contracts, have been fully complied with. These warranties shall run to the benefit of BUYER and its affiliated companies, subsidiaries and clients.

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