

TERMS AND CONDITIONS OF SALE

By purchasing products from Ornametals, Customers agree to the following terms and conditions of sale:

1. Pricing: Please contact Ornametals at info@ornametals.com or (256) 350-7410 for pricing. There is no minimum requirement for retail accounts. For dealer pricing we require a minimum order of \$10,000.00. All dealer pricing and discounts are considered confidential. Dealer pricing and discounts will only be disclosed to approved active dealer accounts. All general inquiries that have not been approved as a dealer account will only be given retail pricing. Businesses wishing to obtain a dealer account must meet the requirements as outlined by Ornametals. All prices and discounts are subject to change without notice.

2. Termination of Accounts: Ornametals reserves the right to terminate any account that does not meet the above and below conditions at any time, for any reason. Ornametals reserves the right to terminate any accounts with no business activity for a period greater than 6 months.

3. Foreign Orders: We offer shipping outside the U.S., but all such orders, including shipping and handling charges, must be pre-paid. There are no COD or billing service available. Any non-U.S. Customer is solely responsible for any export/import fees and duties.

4. Methods of Payments Accepted. We accept:

Prepaid: Certified Check or Money Order

Prepaid: Mastercard or VISA

Prepaid: Company Check (w/ prior approval); order will be shipped once the check clears. If a check is returned for any reason, a \$25.00 USD service charge will be made, and all shipments will be permanently returned to "COD: Cash Only" or "Prepaid: Certified Check".

After 3 months of ongoing business. Credit or other terms may be approved.

5. Packaging and Freight. Ornametals ships gutter and downspout in specialized durable packaging. Prices do not include the cost of packaging or freight charges. We ship by common carrier. All merchandise will be shipped by the fastest, most economical method available, unless otherwise requested or instructed. All orders are FOB from our warehouse in Cullman, Alabama, or Decatur, Alabama, as the case may be. We require five (5) days notification on customer pick-up orders.

6. Lead Time. We strive to keep all standard items in stock. The general lead time for these items is 5-10 business days. Specialty items have a lead time of up to 4 weeks. Allow 1-5 days for shipping.

7. Cancellation; Return Policy: An order may be canceled only if requested in writing by Customer and accepted in writing by Ornametals. In the event of such cancellation, Customer agrees to pay to Ornametals upon presentation of invoices and as

liquidated damages and not as a penalty an amount equal to 115% of all costs and expenses incurred by Ornametals prior to and as a result of the cancellation. Gutter and downspout are not returnable. Other products may be returned with approval. Return for exchange or refund will be allowed only within 14 calendar days from the date of receipt. All authorized return merchandise must be unused and in its original packaging. No return or exchange on merchandise that shows signs of having been installed, mounted, scratched, or defaced will be allowed. A Return Authorization Number must be issued before any returns can be made. Ornametals will not accept any returns without a Return Authorization Number. Please write this Return Authorization Number clearly on the outside of the returning package. All returns must be received by Ornametals within 10 calendar days after the Return Authorization number has been issued. The Return Authorization Number does not imply a replacement or refund, but only that we will inspect the merchandise based on your claim. Returns must be sent freight prepaid and insured by you. Original shipping and handling charges are not refundable. A photocopy of your invoice showing the invoice number must accompany your return along with a written explanation and a contact phone number where we may be able to reach you. It is the responsibility of the Customer to verify the correctness of size and application of the parts before installation. A 20% restocking fee will be assessed on all authorized returns.

8. Title and Risk of Loss: All materials sold are sold according to the delivery terms described with title and risk of loss passing to Customer upon tender of delivery to the destination designated by Customer.

9. Warranties: Ornametals warrants that materials sold hereunder shall be of Ornametals' standard quality. ORNAMETALS SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Ornametals neither assumes nor authorizes any person to assume for it any other liability in connection with the sale or use of the materials sold hereunder.

10. Field Service: Unless otherwise expressly stated, Ornametals will not provide any installation, supervision or other services.

11. Indemnification: Customer shall indemnify and hold harmless Ornametals, its officers, directors, employees and agents from and against any claim (including costs, litigation expenses, attorneys' fees and other expenses) for personal injury to or death of any person or damage to property by whomsoever owned, to the extent caused by the acts or omissions of the Customer, its agents or employees arising out of or in any way relating to the sale, installation, use or provision of Ornametals' products.

12. Limitation of Liability. All merchandise are packed carefully and correctly at our facility. Damaged shipments should be checked in the presence of the carrier and noted on the carriers delivery document. All claims for shortage of items, damage or loss to your shipment must be made to us in writing within five (5) working days of receipt. Please keep all shipping cartons and packing material for carrier and/or Insurance company inspection. Ornametals, at its option, shall replace or refund the purchase price of any products which are not of Ornametals' standard quality or which are not delivered.

Ornametals shall have no other obligations or liabilities of any kind. Customer assumes all risks and liabilities for any loss, damage or injury to persons or property resulting from Customer's storage, handling, transportation, resale or use of material whether used singly or in combination or otherwise. Neither party shall be liable to the other for any indirect, incidental or consequential damages.

13. Payment: Unless otherwise specified by Ornametals, payment of sums due shall be made within fifteen (15) days from date of delivery in U.S. funds. Amounts due but not timely paid shall bear interest at a rate of 1.5% per month (18% per year) or the lesser legal rate in Customer's state. All items shall remain the property of Ornametals until paid for in full.

14. Notices and Delivery: Ornametals shall make reasonable efforts to ship in accordance with Customer's requested dates and instructions, but Ornametals shall not be liable for failure to so ship. All delivery dates are estimates of approximate dates of delivery and do not constitute a guaranty of delivery on such dates.

15. Taxes: Any tax or other governmental charge upon the production, sale, and/or shipment of the goods sold hereunder, presently or hereafter imposed by Federal, State or Municipal authorities, shall be included in, and not be additional to, the price herein provided.

16. Contingencies: Ornametals shall not be liable for any delay in delivery or failure to perform any of its obligations if such delay or failure is caused or if performance of the obligation is made impractical or commercially unreasonable by any cause beyond the control of Ornametals or its sources of supply, including without limitation, acts of God, government restrictions, material shortages, strikes or work stoppages, accidents or transportation delays, irrespective of whether such contingency is specified herein or is presently occurring or anticipated.

17. Assignment: This agreement shall be binding upon and inure to the benefit of the parties, their successors or assigns, provided that Customer may not assign his rights or obligations under this agreement without Ornametals' prior written consent.

18. Governing Law: This agreement shall be governed by the laws of the State of Alabama without regard to choice of law principles and shall be deemed to have been executed and entered into within Decatur, Alabama, USA.