



## TERMS AND CONDITIONS OF IDEAL ALUMINUM SALES

**1. Application to Sales of Ideal Aluminum Products.** These Standard Terms & Conditions are incorporated into all sales made by Ideal Deals, LLC dba Ideal Aluminum ("Ideal"). Ideal's order acknowledgment and confirmation delivered to Customer, together with these Terms & Conditions, shall be the exclusive terms of sale for each order between Ideal and its Customer. Ideal does not agree to accept or be bound by any additional terms of sale pre-printed or added to Customer's purchase order or by any other Customer purchase documentation.

**2. Customer Credit Account.** A completed credit application signed by Customer must be submitted and accepted by Ideal before Ideal will begin order processing. Submittal of an application does not guaranty a credit account will be established. Ideal will review each order placed on Customer's account and is not obligated to accept all orders. Absent specific written instructions from Customer, Ideal shall be entitled to rely upon the apparent authority of any Customer employee or representative placing orders on Customer's behalf. Ideal may change terms, conditions, services, or features of Customer's credit account at any time.

**3. Location of Transaction.** All sales are deemed to occur at Ideal's place of business in St. Augustine, Florida. Payment is due and shall be made in St. John's County, Florida.

**4. Shipping Date.** Ideal will provide Customer with an estimated shipping date for all orders. Such date is an estimate only and shall not be a binding date for shipment. An estimated ship date is the estimated date that the order leaves Ideal's plant in St. Augustine, Florida, and not a promise of delivery or receipt by Customer. Due to commodity pricing and other cost fluctuations, all order prices are subject to change prior to shipping, even if Customer receives a written order confirmation.

**5. Title to Property/Lien Rights.** Title to all delivered material shall remain with Ideal until the product is paid for in full. Alternatively, Ideal reserves all rights as a secured party under the Uniform Commercial Code (as it may be enacted by the state), and Ideal retains all lien rights applicable under law. Ideal may compel Customer to take any or all steps necessary to preserve Ideal's lien rights where the product is delivered or being installed.

**6. Customer Inspection Upon Receipt of Delivered Product.** Customer is responsible for determining completeness and fulfillment of any order. Claims for missing or damaged items must be made to Ideal in writing within five (5) days of customer receipt or such claims are waived.

**7. Payment Terms.** Payment for all Ideal sales is due net 30 unless otherwise agreed in the order confirmation agreement. **TIME IS OF THE ESSENCE TO THIS AGREEMENT.** If Ideal offers Customer an early payment discount, payment must be received by Ideal within the stated discount time for discount to apply.

**8. Late Charges.** If any payment owed to Ideal is not received by Ideal as of the date payment is due, Customer shall pay a delinquency charge equal to one and one-half percent (1.5%) per month on the entire outstanding balance due Ideal (prorated for any partial months), plus other amounts permitted by law.

**9. Dishonored Payment and COD Charges.** Customer agrees to pay Ideal the greater of \$25.00 or five percent (5%) of the principal value of any dishonored payment. In the event that Customer requests a COD account or, in the event that Ideal, at its sole discretion, requires payment upon delivery, a COD charge of not less than \$25 may be imposed and payable at the time of delivery.

**10. Cancellation or Return Fee.** Customer shall pay Ideal a twenty-five percent (25%) fee on the cost of all cancelled, amended, or returned orders that have started in the production process.

**11. No Assignment.** Customer's purchasing account with Ideal may not be assigned or transferred by Customer without the prior written consent of Ideal. Customer's obligations and these Terms & Conditions shall survive any sale, assignment, or other transfers of the Customer's business. In the event Customer sells or transfers fifty percent (50%) or more of the equity interests in Customer's business to a third party, Customer must notify Ideal at least five days before the transfer and Ideal may require a new credit application from Customer.

**12. Limitation of Liability.** Ideal's liability on any sale is limited to the invoice price paid by Customer or any warranty obligations as set forth in the limited product warranties that may apply to any sale. Ideal's liability hereunder shall be Customer's exclusive remedy, and the provisions of this section shall apply to any direct or indirect damage to person or property, irrespective of cause or origin, arising out of or related to Ideal's activities or omissions including, without limitation, performance or non-performance of Ideal's obligations, breach of express or implied warranty, or from negligence or other tort, active or otherwise, by Ideal, its agents, servants, assignees or employees. In no event shall Ideal be responsible for any other damages, including special, punitive, consequential, or loss of business damages.

**13. Limited Warranties.** Ideal provides standard, limited product warranties on applicable products, unless otherwise specified. The standard product warranties are available for download at [www.ideal-ap.com/warranty](http://www.ideal-ap.com/warranty). **THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, AND IDEAL HEREBY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.**

**14. Collection and Attorney's Fees.** Customer shall be responsible for all collection agency fees or other costs related to the collection of any amounts owed to Ideal. In the event of any dispute between the parties, the prevailing party shall be entitled to recover all costs incurred and reasonable attorneys' fees related to the dispute, whether suit is brought or not, including without limitation, attorneys' fees in all collection efforts, investigations, trials, bankruptcies, and appeals.

**15. Applicable Law and Venue.** All matters whatsoever arising under, in connection with, or incidental to Ideal sales transactions, including these Terms & Conditions, shall be governed by the laws of the State of Florida. Any claims between Customer and Ideal that arise from a sale transaction covered by these Terms & Conditions, including any warranty claims, shall be brought before a court of competent jurisdiction sitting in the sole and exclusive venue of St. John's County, Florida. **ALL PARTIES WAIVE A RIGHT TO TRIAL BY JURY.**

**16. Binding Effect.** The term "Customer" shall denote the singular or plural, the masculine or feminine, and natural or artificial persons, whenever the context so requires or properly applies.

**17. No Waiver.** A waiver by either party of any Term & Condition of Ideal Aluminum Sales shall be singular and shall not be a waiver of any Term & Condition on subsequent sale transactions.

**18. Severability.** The unenforceability for any reason, of any term, condition, or provision herein shall neither limit nor impair the operation or validity of any other terms, conditions, covenants, or agreements within these Terms & Conditions. If any provision of these Terms & Conditions is held invalid by a court of competent jurisdiction, that provision may be modified or stricken by the court or by the parties, and all remaining provisions herein shall remain in full force and effect.

**19. Modification of Terms.** Ideal reserves the right to at any time amend, modify, or terminate these Terms & Conditions of Ideal Aluminum Sales.