



**SUPPLEMENTAL TERMS AND CONDITIONS OF SALE**  
**(Will Call Sales – customer pick up)**

- 1. Application.** These Supplemental Terms & Conditions apply to all product sales designated for commercial customer pick-up (“Will Call Sales”). Will Call Sales are for wholesale or commercial purposes only, and Ideal Deals, LLC dba Ideal Aluminum (“Ideal”) will not accept Will Call Sales for retail customers. These Supplemental Terms & Conditions are in addition to and do not replace any other Terms & Conditions or warranties applicable to general product sales by Ideal. To the extent there is any conflict among any separate Ideal product warranties or terms & conditions of sale, these Supplemental Terms and Conditions will take precedence for all Will Call Sales.
- 2. “Customer” Defined.** For purposes of these Supplemental Terms and Conditions, the term “Customer,” in the singular or plural, shall include the person or entity making the Will Call Sales order, as well as all of its or their agents, employees, and representatives.
- 3. Timing.** The Will Call Sales program is designed to allow for pick-up of customer orders within 24 hours of placing the order. However, the timing and availability of any particular product is not guaranteed, and the availability of products under order and the available timing for customer pick-up will always remain subject to Ideal’s specified timeline when accepting the order.
- 4. Customer Equipment.** Customer bears the exclusive responsibility for the selection, suitability, maintenance, and operation of any vehicle upon which Customer intends to take delivery. Before accepting delivery, Customer will ensure that all vehicles are registered and otherwise compliant with all state and federal laws, and that Customer’s driver(s) are properly trained, licensed, and qualified before operating any Customer vehicles. Ideal may require copies of Customer’s drivers’ licenses or vehicle registrations as a condition of any sale.
- 5. Product Loading.** Ideal will load all Will Call Sales products or materials on or into Customer’s selected vehicle, packaged with all customary product binding or wrap. During loading, Customer may not operate or wait in the proximity of any loading equipment, nor exit any safety zones designated for customer waiting. Once Will Call Sales are loaded on or into Customer’s designated vehicle, Customer bears the exclusive responsibility for balancing and securing all products or materials to Customer’s vehicle with bindings suitable in strength and number. Customer bears exclusive responsibility for any shifting, damage, or loss of materials during transit.
- 6. Customer Waiting Requirements.** Customer acknowledges that Ideal’s manufacturing facility and loading zones are high intensity manufacturing areas. Customer’s representative(s) must at all times remain in the areas designated by Ideal for Will Call Sales waiting or pick-up until advised by Ideal that they may leave. When navigating through Ideal’s facility, Customer’s representatives must remain on any designated walking paths and within the boundaries of all safety walls or guard rails. Customer’s representatives may not trespass into other manufacturing or office areas within Ideal’s facility unless specially authorized and escorted.
- 7. Customer Waivers of Liability.** Ideal Aluminum’s property at its or their own risk and waives and releases any claim for injury to person or property, other than for Ideal’s intentional misconduct. Customer represents and warrants to Ideal that Customer carries all required statutory workers’ compensation insurance covering any Customer employee or representative that enters on to Ideal’s property.
- 8. Order Cancellation/No-Show Pick Up.** Ideal Aluminum will assess a 10% processing fee for all Orders that are placed, scheduled, and then cancelled by the Customer. In the event a customer fails to show on the day of scheduled pick-up, Ideal Aluminum will hold the order for a maximum of 48 hours. Following the 48-hour period, the product will be returned to Stock position and the 10% processing fee will be assessed to the customer.
- 9. Indemnification.** Customer agrees to indemnify Ideal and hold Ideal harmless from any loss, claim, damages, or personal injury to Customer; Customer’s property; Customer’s agents, employees, or representatives; or any third-party or third-party property that is caused, occasioned, related to, or resulting from Customer’s loading, securing, or transporting any Will Call Sales products or materials.
- 10. No Waiver.** A waiver of either party of a breach of these Supplemental Terms & Conditions by the other shall not be considered a waiver of any subsequent breach.



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

**12. Authority To Bind.** By making any Will Call Sales order, Customer acknowledges that it has read and agrees to be bound by these Supplemental Terms & Conditions. Customer further acknowledges that it has advised its agents, employees, and representatives of all terms herein, including all waivers or limitations of liability, and Customer's agents, employees, and representatives have agreed to the same as a condition to entering on to Ideal's property to accept delivery of Will Call Sales.

**13. No New or Additional Warranties.** These Supplemental Terms & Conditions provide no new or additional product representations or warranties.