



## **Order Policy**

Unless otherwise stated, quotations expire 30 days from date thereof, and may be modified or withdrawn by CMG prior to acceptance. All quotations and prices are subject to change without notice. Prices do not include any present or future sales, use, excise, value-added or similar taxes, and where applicable, such taxes shall be billed as a separate item and paid by the buyer. CMG reserves the right to correct all errors and omissions. Quantities and unit prices are for the specific quotations only; any increase or decrease in quantities is solely at the option of CMG. CMG assumes no responsibility for quoted materials meeting any job specifications or requirements unless specified so stated in written quotation. CMG is merely quoting its interpretation of Buyers requirements and bill of material.

All orders shall require an executed Order Acknowledgement from the Buyer prior to procurement and/or processing. The purpose of this document is to ensure that CMG will produce, process and provide the exact material that is the intent of the Buyer. It is the sole responsibility of the Buyer to carefully review the Order Acknowledgement for errors, omissions and/or inaccuracies. An executed Order Acknowledgement shall constitute a full and binding contractual agreement between CMG and the Buyer. An acknowledged order may be cancelled by the Buyer only if agreed to by CMG and upon payment of reasonable charges based on expenses already incurred and commitments made by CMG.

## **Order Acceptance**

All orders shall be considered fully accepted as provided upon the receipt and/or use of the product. Product use includes, but is not limited to, cutting, forming, modification, installation of or other such consumption of said product. Buyer assumes acceptability and approval of all materials used and/or consumed. In the event the Buyer discovers a suspected product defect during the course of fabrication, use and/or consumption, all fabrication, use and/or installation shall be ceased immediately and CMG shall be contacted for further direction. All material modified in any way without such direction from CMG are the sole responsibility and liability of the Buyer. Note specifically that oil-canning is an inherent occurrence in light gauge, cold-rolled formed metal products and is not cause for coil, sheet, or panel rejection.

## **Return Policy**

Buyer understands and agrees that all material returned for credit must be with prior approval and shall be subject to a normal restocking charge. Buyer further agrees that any dispute must be submitted in writing and delivered with reasonable timeliness (usually 30 days) via certified mail to the corporate office at 301 Yard Dr., Verona, WI 53593, attn.: Credit Manager.

## **Delivery Policy**

As to good delivered by CMG's truck, ownership passes upon delivery at the place Buyer receives possession, and thereafter, all risk of loss or damage shall be on Buyer. Delivered by common carrier are F.O.B. shipping point. On direct shipments from manufacturers, ownership

passes to Buyer at point and time of delivery to carrier, and thereafter, all risk of loss or damage shall be on Buyer. Damage or shortage claims arising from direct shipments are to be made by Buyer against carrier. CMG assumes no responsibility beyond point of delivery to carrier in good order and is not responsible for loss, damage, or delay occurring thereafter.

## Credit Policy

The credit application is submitted by the undersigned (hereinafter referred to as "Applicant") for the purposes of obtaining an open charge account with CMG, Inc. and its divisions and affiliates (hereinafter referred to as "CMG"). All representatives are accurate, complete and truthful to the best of the Applicant's knowledge and belief. Applicant agrees and understands that the credit terms of CMG are:

- Except for extended term contracts, current billings are payable upon receipt of invoice. Applicant agrees to pay the amount due within thirty (30) days of each invoice therefore. Balance beyond thirty (30) days will be subject to one and one-half percent (1 ½) finance or interest charge per month (18% per annum) or the highest rate allowable by law. Applicant's account will be delinquent when any part of the account is thirty (30) days past due. CMG reserves the right to apply any and all payments at its sole discretion.
- Applicant agrees that it shall be liable for all costs and fees, including CMG's attorney fees, and expenses incurred in pursuit and/or collection of any and all amounts due, including interest. Applicant agrees that legal jurisdiction of this and all future contracts shall be at Madison, Wisconsin, USA or customer location at option of CMG.
- If Applicant presents Financial Statements as part of this application, or in the future, they will be attached hereto and made a part of thereof. Applicant agrees to submit Financial Statements as requested by CMG. Financial Statements submitted in connection with an application or as requested by CMG will be accurate, complete and truthful. Applicant acknowledges that CMG will rely upon same.
- Any checks marked "paid in full" must be sent via certified mail to the corporate office at 301 Yard Dr., Verona, WI 53593, attn.: Credit Manager. It is agreed that checks marked "payment in full" or other language with similar intent shall not relieve CMG of any rights whatsoever.
- Applicant understands and agrees that it grants CMG a security interest in and to any and all goods and material sold or delivered to. Applicant by CMG to secure performance and payment of all obligations and indebtedness from Applicant to CMG.
- No waiver, alteration or modification of any of the provisions hereof shall be binding upon CMG unless specifically addressed in writing by an authorized representative of CMG's management. PURCHASER ACKNOWLEDGES THAT THESE TERMS AND CONDITIONS SUPERSEDED ANY TERMS OR CONDITIONS ON ANY PURCHASE ORDER ACCEPTED BY CMG, INC.

It is agreed that sales of products or services rendered by CMG, Inc. and its affiliates and divisions (hereinafter referred to as "CMG") will be based on the terms and conditions found herein and on the credit application. If Applicant is a corporation, partnership, LLC, or other business entity, the undersigned affirmatively states that he is authorized to make application on behalf of said corporation and to obligate same for any credit extended thereto as a result of this application, and further that the corporation on whose behalf application is hereby made will

continue to be bound and obligated for any credit advanced thereto until such notice to the contrary is given in writing to CMG, Inc. at 301 Yard Dr., Madison, WI 53593. Applicant certifies that the business is not insolvent, and hereby authorizes any individual, corporation or credit agency to disclose to CMG, orally or in writing, any information pertinent to the application and agrees that credit information may be given to other trade sources and credit reporting agencies as a normal course of business. If Applicant is an individual, sole proprietorship, or partnership, applicant gives express authority to CMG to, at the sole discretion of CMG, investigate and obtain any information deemed useful by CMG and connected to the establishment of an open credit application with CMG including, but not limited to, bank, personal and trade references, consumer reports, and credit bureau reports.

Notice to Applicants: Sign the credit application only if you have completely read it. You are entitled to a copy of the signed agreement. By signing the agreement, you acknowledge that you have read the entire application, including the terms and conditions, and agree to same, in full.

### **Liability Policy**

CMG's liability on any claim for loss or damage arising out of this contract or from the performance or breach thereof or connected with the supplying of any goods hereunder, or their sale, resale, operation or use, whether based on contract, warranty, tort (including negligence) or other grounds, shall not exceed the price allowance to such goods or part thereof involved in the claim. CMG shall not, under any circumstance, be liable for any labor charges without the prior written consent of CMG. CMG shall not in any circumstance be liable, whether as a breach of contract, warranty, tort (including negligence) or other grounds, for special, consequential, incidental or penal damages including but not limited to, loss of profits or revenue, loss of use of the product or any associated product, cost of capital, cost of substituting products, facilities or services downtime costs, or claims of customers of the buyers for such damages. If CMG furnishes Buyer with advice or other assistance with concerns any goods supplied hereunder, or any system or equipment in which any such goods may be installed, and which is not required pursuant to this contract, this furnishing of such advice or assistance will not subject CMG to any liability, whether based on contract, warranty, tort (including negligence) or other grounds

### **Custom Color Policy**

During the normal course of our business, Coated Metals Group (CMG) routinely produces and inventories an extensive and ever-growing array of finishes over a wide range of substrate types, gauges and sizes. We currently offer in excess of thirty (30) standard finish colors, produced in five (5) different coating technologies applied to both steel and aluminum substrate in ten (10) standard gauge and size combinations. Despite the wide array of standard products available, there are occasions when a project calls for a substrate, gauge, size or coating combination that is non-standard or unique to a specific project and/or use. When this occurs, CMG is required to procure and pay for the required substrate and paint, and incur costs related to the production of finished product, all well prior to shipment. If, for any reason, this material is produced but does not ship or is not purchased as originally intended, CMG is faced with the liability of the cost of producing product for which there is no viable market for resale or hope for cost recovery.

Therefore, it is the policy of CMG to secure assurance of payment prior to the procurement and production of custom materials in an amount appropriate to offset this potential liability. This security can be in the form of pre-payment, bank letter of credit, bond or other such insurance that the subject material will ultimately be paid for in accordance with our standard term and conditions.

Further, in as much as the production of coil-coated products is an inexact procedure with respect to quantity, custom orders are also subject to quantity variation. CMG will make every effort to produce custom material as close to the order quantity as possible. However, orders produced within the quoted quantity variance will be considered complete and all material produced within the quoted quantity variance shall be purchased by the customer under CMG's standard terms and conditions.