



Binding Sales Agreement

Sales Agreement

This Binding Sales Agreement is used between Sheet Metal Supply and our customers to aid in the efficiency of repeat ordering. In order to open credit with Sheet Metal Supply it is required to sign and adhere to the terms of sale within this agreement. Every future sales order processed by Sheet Metal Supply on behalf of the customer shall constitute an agreement subject to terms of this contract.

The terms of this agreement will take precedence over any preprinted or verbal terms in a sales order.

Terms of Sale

- By signing this agreement the customer is subject to all terms and conditions of this contract.

Material Ordering/Shipping

- Sheet Metal Supply is not responsible for material quantities or take-offs.
- Sheet Metal Supply is not responsible for material that has been removed from the premises by the customer and/or freight carrier. Any damage, loss or shortage of said goods shall pass to the customer upon delivery of said goods by Sheet Metal Supply to the common carrier. Title passes to the customer the moment goods are placed on the carrier truck.
- Sheet Metal Supply is not responsible for material loss or damage after it has been delivered to a jobsite, business/shop facility, or designated destination.

Pricing/Invoicing

- Price does not include sales tax or freight unless otherwise specified.
- Pricing on all materials - except for copper - are valid for 5 days after the quote has been generated.
- Copper pricing is valid for 1 day after the quote has been issued.
- All listed prices are subject to change without notice.
- A pre-fabrication deposit may be required on custom orders.
- The invoicing of material shall be at time of acceptance of buyers purchase order and order confirmation for sales of stock material. Material ordered on lead times and received by Sheet Metal Supply is invoiced in full on the date received by Sheet Metal Supply.
- Invoices rendered by Sheet Metal Supply covering goods not in dispute shall be paid by the buyer, regardless of disputes related to other invoices or other delivered or undelivered goods. The buyer waives the right to assert offsets, defenses or counterclaims.

Credit Terms

- Sheet Metal Supply reserves the right to require payment in advance of all orders.
- Sheet Metal Supply reserves the right to cancel any unshipped portions of an order if there is default in the payment terms.
- Payment is not contingent upon customer being paid for goods and/or services.

Return of Goods

- No goods shall be returned without authorization from an authorized representative from Sheet Metal Supply.
- Returned materials may be subject to a re-stocking fee of 20%.
- Custom fabricated or special ordered products cannot be returned.
- Oil canning is not a cause for rejection.
- Color/shade variation is not a cause for rejection.

Product/Change Orders

- Sheet Metal Supply reserves the right to alter or modify its products without liability for obsolescence.
- Orders once accepted cannot be modified or cancelled without the prior written consent of Sheet Metal Supply.

Termination of Agreement

- This agreement and any sales order referencing this agreement may also be terminated by either Party, if the other Party has become insolvent, has filed for bankruptcy, or has been declared insolvent or bankrupt. Termination must be submitted in writing.

Buyer's Acceptance Signature: _____ **Date:** _____

Printed Name: _____

Title: _____

Company Name: _____

Sheet Metal Supply Authorized Signature: _____ **Date:** _____

Printed Name: _____

Title: _____

SHEET METAL SUPPLY, LTD.