



GULF COAST SHELTER

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TERMS AND CONDITIONS OF SALES ORDER

1. These terms and Gulf Coast Shelter's (Seller) Sales Order constitute the entire contract (Contract) between Seller and Buyer. No alleged oral promises or conditions not explicitly set forth herein shall be binding upon Seller or the Buyer, and any prior negotiations between the parties are merged herein. Please note carefully terms of sale. If any clause in the contract is determined by any tribunal to be unenforceable, the clause shall be deleted and the balance of the contract shall be binding upon the parties. Buyer's issuance of a Purchase Order with additional or different terms is not an objection to specific terms of the contract and in the event of a dispute with Buyer's terms and conditions, Seller's terms and conditions will prevail.

2. Seller's obligations under this under the Contract are contingent upon receipt of a signed Contract from Buyer and Buyer's maintaining its outstanding account balance within terms and the credit limits established by Seller. Seller's obligations are also contingent upon Buyer qualifying for credit approval by Seller, which credit approval shall be made in Seller's sole discretion. Buyer agrees to provide all credit information requested by Seller.

3. Seller warrants that the goods will conform to the grade and quantity specified in the Contract. Seller makes no other warranties, express or implied, including any implied warranty of merchantability or warranty of fitness for a particular purpose. If the Contract includes goods which have been fabricated in accordance with samples or shop drawings, approved or supplied by Buyer, those goods are only warranted to be in substantial compliance with the specifications of any such samples or drawings. If the Contract includes materials sold as discontinued, surplus or off-grade items, the items are sold "as is, where is" with no warranty of grade.

4. Buyer is solely responsible to inspect and approve all shipments. Seller's liability shall be limited to the cost of reshipping any non-conforming goods to the point of delivery as specified in the Contract within a reasonable period of time following proper and timely rejection by Buyer. Under no circumstances shall Seller be liable to Buyer for consequential or incidental damages, of any nature whatsoever, arising from non-conformity of goods, delay in shipment, or use of goods.

5. Buyer agrees to inspect materials upon arrival, and to immediately notify Seller in writing of any product defects or discrepancies before installation. It is the Buyer's responsibility to ensure that the bill of lading for delivery details product descriptions and quantities. Claims must be made in writing with 5 days of delivery.

6. Any additional materials required by Buyer in excess of those contained in the Contract shall not be based upon prices quoted herein, but shall reflect current market conditions in effect at the time of such additional orders.

7. In the event any invoice remains unpaid thirty (30) days after the due date of said invoice, Seller may terminate the Contract and may immediately cease further delivery of material and all other performance on its part to be performed. Buyer will owe Seller a service charge of 1-1/2 % per month for any invoices that are paid later than the terms specified on the Contract. If this rate exceeds the legal limit in the state of jurisdiction, the legal maximum will be applied in its stead. If the Buyer becomes insolvent or makes any default under any contract between the parties hereto, Seller at its option may defer delivery hereunder until default is cured, or may treat default as repudiation by Buyer of the Contract in its entirety, resell the goods and hold Buyer liable for cancellation of the balance of the Contract.

8. Prices and delivery of the Contract are subject to Buyer's authorizing delivery starting on the schedule stipulated on the Contract. If Buyer is subsequently unable or unwilling to accept delivery according to the schedule, Seller shall have the right to cancel the Contract and be relieved of further obligation to Buyer, in which case Buyer agrees to pay a cancellation fee or 25%. If the Seller does not elect to cancel the Contract, the Buyer agrees to pay a fee to facilitate extension of the contract equal to 2.5% of the unshipped contract balance per month, which fee shall be assessable the first day after the shipment schedule has been violated, and again each 30 days thereafter, until such time as deliveries are complete. Nothing in this paragraph is intended to create a right of cancellation or extension of delivery by Buyer without Seller's express written consent. In addition, if the Buyer is unable or unwilling to take delivery of goods on the schedule agreed between the parties, the Seller may invoice such goods to Buyer when they are placed in storage. Buyer agrees to have personnel available and equipment necessary to unload the goods at the job site at time of delivery.

9. Seller shall be free from any liability or delay or failure in shipment arising from strikes, lockouts, labor troubles of any kind, accidents, perils of the sea, fire, earthquake, civil commotion, war or consequences of war, government acts, restrictions or requisitions, failure of manufacturers or suppliers to delivery, bankruptcy or insolvency of manufacturers or suppliers, suspension of shipping facilities, act or default of carrier or any other contingency of whatsoever nature beyond Seller's control affection production transportation or boarding point, loading forwarding or unloading at destination of the goods covered by this contract including disturbances existing at the time this contract was made. In such a situation, if shipment or delivery is not made during the period specified, Buyer shall accept delivery under the Contract when shipment is made, provided, however, Buyer shall not accept delivery if shipment is not made within a reasonable time after the cessation of the aforementioned impediments or causes.

10. Any controversy or claim arising out of or relating to the Contract or the breach thereof, shall be settled by arbitration in accordance with the commercial arbitration rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. A) The parties agree that any arbitration proceeding shall occur in Daphne, AL. All parties hereby consent to personal jurisdiction for arbitration proceedings in Daphne, AL. B) The award of the arbitrators shall be the sole and exclusive remedy between the parties regarding any claims, counterclaims, or issues arising out of or relating to this contract; provided, however, that Seller expressly reserves the right to enforce any and all construction or mechanics lien rights or stop notice rights or bond rights it may have arising from the sale of any materials pursuant to this contract, which rights may be pursued in any court with jurisdiction thereof. Until the unpaid contract price and any other amounts payable by Buyer to Seller under the Contract are paid in full, Seller shall have a lien on the Goods for the unpaid amounts. Buyer grants to Seller a security

interest in the goods to secure payment of the purchase price, and Buyer agrees to execute any additional documents necessary to perfect Seller's security interest in the goods. The parties agree that any legal proceedings brought to enforce the terms and conditions of the contract shall be conducted in the appropriate court located in Daphne, AL. This contract shall be governed by the laws in the State of Alabama. In the event of any arbitration or legal action between the parties, the prevailing party shall be entitled to repayment of reasonable collection costs, attorney's fees and interest.

11. Seller agrees to pay trucker waiting charges for the first hour after a truck arrives at the delivery point. Any waiting charges after the first hour are for the Buyer's account.

12. The Seller will assess sales tax at the rate effective when the material is invoiced unless Buyer provides an exemption certificate to Seller prior to delivery.

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