

TERMS AND CONDITIONS OF STAINLESS-STEEL FABRICATION SERVICES

ACCEPTANCE OF TERMS

These Terms and Conditions ("Terms") govern the provision of stainless steel fabrication services (the "Services") by BOSIO METAL SPECIALTIES INC ("Company") to the customer ("Customer").

By accepting a quotation, proposal, or placing an order with the Company, the Customer agrees to be bound by these Terms.

METHODS OF ORDERING

Company Issued Purchase Orders

Customers can place orders by submitting company-issued purchase orders. These purchase orders must include all necessary details, such as product specifications, quantities, pricing, and any other relevant information.

Purchase orders should be sent to the designated contact or email address provided by BOSIO METAL SPECIALTIES INC for order processing.

The submission of a purchase order constitutes an agreement to the terms and conditions outlined herein.

Online Order Authorization Form (Credit Card Order)

Customers have the option to place orders using the Online Order Authorization Form for credit card payments. This method allows for secure and convenient online transactions.

The Online Order Authorization Form must be completed with accurate information, including the credit card details, billing address, and order details.

The submission of the Online Order Authorization Form serves as an agreement to the terms and conditions specified, and it authorizes BOSIO METAL SPECIALTIES INC to process the provided credit card for payment.

Please note that regardless of the method of ordering, all customers are bound by the terms and conditions outlined herein. For any questions or clarifications regarding the ordering process, please contact our customer service department.

Payment Terms

Exception For Previously Agreed Terms

Unless BOSIO METAL SPECIALTIES INC has previously established distinct written agreements with specific customers, the terms and conditions detailed herein shall remain applicable to all interactions and transactions.

Payment Schedule

Upon approval of shop drawing 35% of the order will be invoiced at Net 30 or previously agreed terms. The balance will be invoiced upon shipment at Net 30 or previously agreed terms.

Final Invoice:

The final invoice, which includes the remaining project cost, shipping costs, crating costs, and any applicable taxes, will be issued

to the customer once all shipping, crating, and applicable taxes are calculated.

PAYMENT METHODS

Accepted Payment Methods: Payment may be made using the following methods:

Check: Payments made by check must be issued in favor of BOSIO METAL SPECIALTIES INC and sent to the address provided in the invoice.

ACH (Automated Clearing House): Customers may initiate payments through ACH transfer using the banking information provided by BOSIO METAL SPECIALTIES INC.

Credit Card: Credit card payments are accepted for your convenience.

SHOP DRAWING APPROVAL PROCESS

Shop Drawing Approval Requirement

Custom Orders: All custom orders require the approval of shop drawings before production can commence. Shop drawings are an integral part of custom order specifications and ensure that the final product meets the Customer's specific requirements.

Catalog Items: For catalog items, a signed data sheet is required to confirm the selection and specifications of the chosen products.

Shop Drawing Approval Timeline

Custom Orders: The Customer is responsible for promptly reviewing and approving the provided shop drawings. Delays in shop drawing approval may affect the production schedule, and we recommend timely attention to this critical step.

Drawings Marked "Approved as Noted"

Drawings marked "Approved as Noted" will need to be resubmitted with the Customer's notes incorporated. Please note that any changes to the original submitted drawing will be reviewed to determine if there is a cost impact. Drawings will be resubmitted until the drawing is fully approved with no markups or notes.

DELIVERY AND SHIPMENT

Delivery Date Delivery dates for your orders are important for planning and coordination. At BOSIO METAL SPECIALTIES INC, we strive to provide you with the best possible service. To ensure transparency and flexibility in our delivery process, we employ the following approach:

Determination of Delivery Dates: Delivery dates will be determined and communicated to you once the shop drawings are approved or, in certain cases, when a sample is approved. We understand that the approval process is a critical step in custom product orders, and we aim to align our production and delivery schedules with your project's specific requirements.

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Delivery: To accommodate any potential shipping delays or unforeseen events that may affect the delivery timeline, we assign delivery dates as "week of." This approach allows for flexibility between both parties, as it provides a window of time during which you can expect the delivery. We believe that this approach promotes a collaborative and practical approach to scheduling, ensuring that we can meet your project's unique needs.

We are committed to delivering your products in a timely manner, and our "week of" delivery date system is designed to offer you predictability while accounting for real-world challenges that can impact the delivery process.

Shipping Account Options: The customer's shipping account can be used for shipping, or, if preferred, shipping costs can be prepaid and added to the invoice. We aim to provide you with choices that best align with your logistics and financial preferences.

Additional Costs with Customer Shipping Account: When the customer's shipping account is used, there may be additional costs associated with pre-shipment preparation and crating to ensure the safe and secure transport of your products. These charges, which cover services such as specialized packaging and handling, will be itemized and clearly outlined on the final invoice.

Our goal is to provide you with transparent and customizable shipping solutions while ensuring the safe delivery of your products. By offering flexibility and clearly communicating any additional costs, we strive to facilitate a smooth and efficient shipping process for your orders.

ORDER CANCELLATION POLICY

At BOSIO METAL SPECIALTIES INC, we understand that circumstances may arise that require the cancellation of an order. To maintain transparency and address the associated costs, we have established the following Order Cancellation Policy:

Cancellation within 24 Hours:

Orders cancelled within 24 hours of placement will not incur any charges. We understand that situations may change shortly after an order is made, and we are happy to accommodate such cases without any financial obligation.

Cancellation after 2 Business Days:

Orders cancelled after 2 business days of placement but prior to shop drawing approval will be subject to a minimum engineering fee of \$500. This fee helps cover initial design and preparation costs.

Cancellation after Shop Drawing Approval (3 Days or More After):

Orders that are cancelled 3 days or more after shop drawing approval is granted will be subject to a charge equivalent to 35% of

the total value of the order. This charge accounts for the expenses incurred in the design, material procurement, and preparation phases.

Orders in Progress:

For orders that are already in progress, cancellation charges will be determined based on the progress of the order. The closer the order is to completion, the higher the cancellation charge may be, as it reflects the work and resources invested in the project up to that point.

Our goal is to ensure fair treatment for both parties in the event of an order cancellation. We appreciate your understanding of the costs and efforts associated with each stage of order processing.

LIMITED WARRANTY

At BOSIO METAL SPECIALTIES INC, we stand behind the quality of our products. We offer the following Limited Warranty:

Warranty Period: All Bosio products are guaranteed for a period of 1 year from the date of purchase for workmanship and material integrity.

Exclusions: This warranty does not cover damages or defects resulting from the following:

Use of caustic substances, abrasive cleaners, chlorine, hydrogen gas, or any corrosive chemicals on Bosio products, including damage to the surface finish or appearance of the surface finish.

Exposure to extreme temperatures, including but not limited to excessive heat or cold.

Misuse, improper handling, or accidents that result in damage to the product.

Voiding the Warranty: Any of the above-mentioned actions or conditions will void this warranty. Bosio Metal Specialties Inc reserves the right to determine whether a warranty claim is valid and to what extent repairs or replacements will be made.

Making a Warranty Claim: To make a warranty claim, the Customer must provide proof of purchase and detailed information regarding the issue. Please contact our customer service department for assistance with warranty claims.

Repair or Replacement: In the event that a warranty claim is accepted, Bosio Metal Specialties Inc will, at its discretion, repair or replace the defective product. The warranty coverage does not include any costs associated with installation, removal, or transportation of the product.

Limitation of Liability: The liability of Bosio Metal Specialties Inc under this warranty is limited to the repair or replacement of the defective product, and no other claims, damages, or remedies are implied or expressed.