

PREMIER ALUMINUM, LLC
LIMITED WARRANTY AND TERMS OF SALE

Premier Aluminum, LLC (“PALLC”) warrants for 3 months from date of delivery, to the original Buyer only, that the subject goods of this sale (a) conform to Buyer’s specifications only as agreed to and written by PALLC; and (b) shall be free from defects in material or workmanship. If the Buyer discovers within the 3 month period a failure to conform to specifications or a defect in material or workmanship, it must promptly submit notice of such condition to PALLC in writing and return the non-conforming goods to the factory, freight pre-paid. In no event shall such notice or goods be received later than 4 months from the date of delivery. If, after inspection by PALLC personnel, the returned goods are judged by PALLC not to be in conformity with specifications or to be defective in material or workmanship, PALLC will correct such condition by delivering repaired or new replacement goods to the Buyer, free of charge, and refunding the cost of transport incurred by the Buyer in returning the goods to the factory. This remedy is the Buyer’s exclusive remedy for breach of warranty.

This warranty does not cover damage caused by shipment, abuse or misuse, failure to install or service properly, damage caused by natural disaster, or damage caused by unauthorized modification.

THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

In no case shall PALLC be liable for any special, incidental or consequential damage (including, without limitation, loss of profits, loss of revenue, loss of use of the goods or any associated equipment, cost of capital, cost of substitute equipment, facilities or services, downtime, claims of third parties, and injury to person or property) based upon breach of warranty, breach of contract, negligence, strict liability in tort, or any other legal theory. This limited warranty allocates the risks of product failure between PALLC and the Buyer, and that allocation is recognized by both parties and is reflected in the price.

Custom dies, molds, and/or fixtures (“tooling”) used in processing the Buyer’s order and paid for by the Buyer will remain its property while in PALLC’s possession. PALLC is not responsible for loss or damage to the Buyer’s tooling by fire or other casualties beyond PALLC’s control. It is the Buyer’s responsibility to carry insurance coverage on its tooling. If normal wear, design changes, or substantially larger production quantities require tooling reconditioning, replacement or additional tooling, such cost will be paid for by the Buyer. If it becomes necessary to remove tooling, the same shall be forwarded to the Buyer at its expense upon payment to PALLC of an engineering charge not to exceed 33% of the removed item’s original cost. If tooling is not used for two consecutive years and there exists no written agreement for storage or disposition, then PALLC may destroy or consume the tooling without obligation to the Buyer. In no event shall PALLC be liable to the Buyer for such destruction.

Due to yield variations in custom casting, it is understood by the Buyer that it will accept and pay for overruns, or accept short shipments, on any specific item up to plus or minus 10% of the quantity requested.

This written warranty and limitation of remedies and the terms of sale contained herein constitute the complete and exclusive agreement between the parties, superseding all prior agreements, oral or written and all other communications between the parties relating to the subject matter hereof. No employee, agent or distributor of PALLC or any other person is authorized to state or imply any additional warranties or terms of sale on behalf of PALLC, nor to assume for PALLC any other liability in connection with any of its products, unless made in writing and signed by an officer of PALLC.

Unless otherwise specifically agreed to by the Buyer and an officer of PALLC in writing, payment is due and payable net thirty (30) days from date of invoice, after which the Buyer may be charged interest at a rate not to exceed eighteen percent (18%) per annum on any outstanding balance. If PALLC institutes legal action to recover payments not made when due, the Buyer agrees to pay all PALLC’s costs of collection, including reasonable attorney’s fees.