



**GTO**  
**ALUMINUM**  
**MANUFACTURING**

## TERMS AND CONDITIONS

1. If the Vendor changes its corporate status, both Vendor and its successors continue to be bound by these conditions. No prior representation, affirmation, or agreement shall be enforceable unless set forth herein. The contract constitutes the entire agreement between the parties as to its subject matter and may only be amended in writing signed by both parties.
2. This order and any agreements between Vendor and GTO are limited to the terms and conditions of these General Terms of Sale and the terms and conditions on the face of Seller's order acknowledgment relating to this order (or Seller's invoice relating to this order if Seller does not issue an order acknowledgment). Any additional or different terms in Buyer's forms or other documents are hereby deemed to be material alterations and notice of objection to them and rejection of them is hereby given. No modification of Seller's terms and conditions will be binding on Seller unless agreed to in writing by Seller.
3. **GENERAL WARRANTY AND LIMITATIONS.** (a) Products manufactured by GTO or sold by GTO under Company private label are warranted to be of merchantable quality and to conform to specifications and tolerances provided in the applicable industry standards, or GTO's published standards, or otherwise incorporated in this agreement. Should any such product sold hereunder be found not to meet the foregoing warranty, Company will furnish a replacement product conforming to this warranty, or, at its election, make a fair allowance therefor. However, written notice of any claim under this warranty must be given to GTO within 30 days after delivery receipt, and Buyer must afford Company a reasonable opportunity to inspect the products in unaltered condition and evaluate the claims in accordance with procedures customary to the industry. **COMPANY'S SOLE RESPONSIBILITY AND BUYER'S SOLE AND EXCLUSIVE REMEDY IS AS STATED. GTO SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, OR FOR ANY AMOUNT IN EXCESS OF THE PRICE FOR THE SHIPMENT INVOLVED, UNDER THE FOREGOING WARRANTY OR ANY OTHER PART OF THIS AGREEMENT. ANY LEGAL ACTION AGAINST COMPANY FOR BREACH OF THIS AGREEMENT, INCLUDING THE WARRANTY GRANTED ABOVE, MUST BE INSTITUTED WITHIN ONE YEAR AFTER DELIVERY. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE FOREGOING, AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE IS EXCLUDED.** For full warranty terms, please refer to our website.
4. **TIME AND PLACE OF SHIPMENT.** Unless the indicated shipping date is expressly guaranteed, advance information as to date of shipment is an approximation only, based upon GTO's best judgment at the time of shipment.
5. **QUANTITY TOLERANCES.** Unless this order expressly requires reloading of exact quantities specified, all orders are subject to under-runs and over-runs of not more than 10 percent.
6. **TITLE AND RISK.** Irrespective of any provisions concerning freight or price, title and risk of loss or damage shall pass to Buyer upon delivery of goods to any carrier, except a motor vehicle operated by GTO, at GTO's plant or other shipping point. COMPANY reserves the right to route all shipments, and may assist Buyer in processing claims against carriers, without incurring liability therefor.
7. **TRANSPORTATION COSTS AND SHORTAGES.** When prices include any costs of transportation from point of shipment, any increase in such costs becoming effective after the applicable price is quoted or established by GTO, and any costs for services provided by the carrier at no charge other than the applicable freight rate or tariff, shall be for Buyer's account. Any extra costs of utilizing substitute methods of delivery, when the intended type of carrier, vehicle or loading or unloading facilities become unavailable, also shall be for Buyer's account.
8. **RESTOCKING FEES.** All stockable Merchandise issued for return or refused delivery will be subject to a 25% restocking fee. A minimum of 3 attempts must be made to pickup or receive any shipped/delivered material(s), after which return will not be valid or accepted.
9. **LATE PAYMENT CHARGE.** A late payment charge of 1.25% per month on the unpaid balance will be made on all past due accounts. In no event will this charge exceed the maximum rate allowed by law. Buyer also agrees to pay reasonable attorneys' fees and other costs incurred at collection.
10. **PRINTING AND DESIGN WORK.** Buyer will indemnify GTO against and hold GTO harmless from any claim of infringement of Copyright, Trademark or Trade dress resulting from the use of any words, designs, images, videos, or artwork and any claim concerning machine readability of Universal Product Code symbols that Company is requested to incorporate in or imprint or place on the products sold hereunder notwithstanding that GTO may be consulted as to, or may perform, art or design work or other special services in connection herewith.
11. **FORCE MAJEURE.** The expression Force Majeure includes any act of nature or environment, or any act of governmental agencies, war, mobilization, strike, lockout or other labor disturbance, drought, flood, total or partial fire, obstruction of navigation, sabotage, loss, damage or detention, reduction, suspension or shutdown of operations, or any other contingency or cause beyond the control of GTO that prevents the manufacture and/or shipment and/or transport of goods. Neither party are held liable for performing its obligations if such failure is the result of unforeseeable external factors.

**\* Return / Refund Policy:**

All stocked items are carefully inspected before purchase/shipment. If merchandise is defective or damaged upon receipt, please contact us within 3 business days in order to be liable for exchange. Shipping charges are not subject to credit. Returned products must be in new and unused condition and must be returned within 10 days of the original purchase date. Material purchased more than 10 days prior to the return request date is non-returnable. The customer shall be responsible for return shipping costs and the following information must be sent to GTO in order to ensure the return is fully processed - (Delivery Dates, Tracking #, Product Name and Description, Quantities, Sales Order, Invoice Number, and Reason for return). All materials returned must be currently stocked items in re-sellable condition. All returned materials are subject to a 25% restocking fee charge. Custom colors or custom items are not returnable. Credit will be allowed for quantities received in good condition and original length and packaging at time of purchase. All credit can be used within 12 months.

**All transactions are governed by the laws of the State of Nevada.**

I hereby certify that the information supplied herein is correct.

\_\_\_\_\_  
Applicant Name and Title (Please print or type)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date