



# Standard Terms & Conditions

These terms and conditions, the attendant quotation or acknowledgement, and all documents incorporated by reference therein, are binding upon the Buyer and constitute the entire agreement between Buyer and Steel King Industries, Inc. ("Steel King") regarding Steel King's sale of goods to the Buyer. Unless specifically indicated to the contrary within Steel King's proposal or acknowledgement, and authorized in writing signed by an Officer of Steel King, the following conditions will apply to this proposal or acknowledgement, and will override any contradictory terms and/or conditions shown on any "requests for proposals," "specifications," "bid packages," purchase orders, contracts, etc. that are provided by the Buyer. Issuance of a purchase order to Steel King shall constitute acceptance of the following conditions.

**Pricing:** The prices of your goods are subject to surcharges for steel costs.

**Disclaimer:** This proposal is made conditionally, and is subject to review and acceptance by Steel King Corporate Officers, to whom is granted the sole authority to offer to or enter into contractual agreements on behalf of the Corporation. Sales to reselling dealers are subject to execution of and acceptance of all Terms and Conditions of the current Steel King Dealer Agreement. Proposals and sales are based solely upon a non-exclusive, open-market basis, without regard to geography, distribution methods, or accounts. Buyer acknowledges that, notwithstanding anything to the contrary, under no circumstances shall Buyer be deemed to be a dealer or distributor of Steel King unless Buyer and Steel King have executed a Steel King Dealer Agreement that is in full force and effect.

**Domestic payment terms:** The estimated pricing contained herein is based upon the following progressive payment schedules, **subject to credit approval:** (Dollar amounts shown reflect total project cost; including the sum of all split shipments on one purchase order, all separate purchase orders relating to the same project or related projects, and estimated steel surcharges at the time of order.). Payment terms which differ from the following schedule, if accepted by Steel King, will increase our proposed price.

\$0 - \$249,999 net material cost	Invoiced as shipped Net 30 days from invoice date
\$250,000 - \$499,999 net material cost	20% paid with purchase order 80% as shipped, Net 30 days from invoice date
\$500,000.00+ net material cost	25% paid with purchase order 25% with drawing approval; if drawings are not required, 30 days prior to shipment 50% as shipped, Net 30 days from invoice date
SK2000 Stocking Orders	Net 45 days
Minimum Order Size	\$100.00 Net

**International payment terms:** Shipments going outside the United States of America will require a "Letter of Credit" or "Cash In Advance," unless other arrangements have been previously approved by Steel King's Credit Department. International projects will be quoted and payments will be made in U.S. currency.

Payments owed to Steel King that are not paid when due will bear interest from the date on which they are due until payment is received, at the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by law ("Finance Charges"). Finance Charges are due by Buyer immediately upon demand therefor by Steel King. ["Days" are calculated from (i) the earlier of either the date of the original invoice or the date of shipment, and (ii) the date of our RECEIPT of payment]; Steel King will re-invoice for amounts due arising out of payments made outside of these terms. In the event that any amounts due, including Finance Charges, are not remitted promptly, Steel King reserves the right to use all means to cause payment, including but not limited to changing the Buyer's credit status to "Cash In Advance," to execute liens, or to withhold shipment of other orders already placed with Steel King by the Buyer. In the event that collection action is required to collect unpaid balances due to us, reasonable attorney fees and expenses shall be recoverable. Restrictive endorsements or other statements on checks accepted by Steel King will not apply. Payments are to be made in U.S. currency.

**Excluded charges:** Unless specifically indicated within our proposal, prices do not include the costs of any permits, stamped or certified calculations or drawings, sales or use taxes, duties, customs, insurance, port charges, detention charges, bonds, training, shipping, assembly (installation), receiving, storage, special packaging such as heat-treated wood, and maintenance costs or any other costs not detailed within our proposal.

**Sales and Use Tax:** The Buyer is solely responsible for any and all taxes, and reimbursement to Steel King of any taxes paid on the Buyer's behalf, whether due at the time of sale or any later date (excluding Steel King's income taxes), including any penalties and interest. This quote or acknowledgement does not include sales tax unless indicated otherwise. At the time of invoicing, sales tax will be added if the product ships to the states of AL, AR, AZ, CA, CO, CT, FL, GA, IA, ID, IL, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, NC, ND, NE, NJ, NM, NV, NY, OH, OK, PA, RI, SC, SD, TN, TX, UT, VA, VT, WA, WI, WV or WY unless a valid sales tax exemption certificate or resale certificate for these states has been provided. Taxes will be at the prevailing legal rate at the time of invoicing. If sales tax figures are detailed for other states, this is for your information only, and in those cases the Buyer must pay these taxes directly to the taxing agency.

**Shipping Date:** Lead-time estimation is approximate as of the date of quotation and may vary between time of quotation and order placement (receipt of a complete written purchase order). The purchase order must include a purchase order number, signature, and paint color(s). Approximate lead-time will be confirmed at time of order placement. Lead time estimates are intended to reflect the beginning of shipment, and not delivery, completion, or rate of shipment. As shipping transit time is controlled by independent carriers, Steel King does not accept "on-site" delivery requests, does not guarantee delivery dates, nor will accept any deductions from payment due to delivery delays. All shipping dates are approximate and are based upon Buyer's prompt payment of all amounts due and Steel King's prompt receipt of all necessary information requested from Buyer.

Print/drawing approvals are required on many projects and purchase of raw materials and fabrication cannot commence without approval. Estimated lead time is based on the need for only one set of approval drawings; extensive or multiple changes to drawings may extend the estimated lead-time. Approval drawings must be returned "approved" or "approved with changes," signed by Buyer, and with clear notation of all desired changes. Requests for additional revisions to drawings must be accompanied by a change order to cover additional costs. Additional drawing costs are subject to Steel King's minimum order size of \$100, but could be more based on extent of changes requested. Steel King will not honor any back charges, nor allow any deductions in payment of invoices, arising from delays in delivery that were in turn caused by delays in approval of prints/drawings or changes to drawings.

Should "as soon as possible" (ASAP) delivery be requested, it is to be understood that shipment will occur anytime between order placement and the estimated shipment date. Do not request this service unless you are ready to accept delivery at the time of order placement.

**Returns and Back Charges:** Nothing may be returned to Steel King without a Returned Goods Authorization (RGA) executed by Steel King. Unauthorized returns will be refused. No "back charges" will be honored without the written consent of an Officer of Steel King, obtained prior to the occurrence of expenses. Only in cases where Steel King has been given a timely opportunity to consider alternative resolutions will any consideration be given to back charges. Requests for back-charges will not be considered more than 30 days after delivery.

It is the responsibility of the Buyer to verify the proper setup, fit and function of the first assembled bay of racking. Buyer must immediately notify Steel King of any problems or changes required to the setup at this time, prior to the assembly of the remainder of the project. Any costs to adjust the racking after the setup of the first bay will be the sole responsibility of the Buyer.

**Warranty:** The goods are subject to warranty by Steel King per Steel King's applicable warranty policies as in effect from time to time and communicated to Buyer. Steel King's current warranty policies are available at

<https://www.steelking.com/steel-king-warranties/>. Other than the such warranties (or otherwise communicated in writing by Steel King to Buyer from time to time), Steel King makes no warranty of any kind whatsoever, express or implied.

**EXCEPT AS SET FORTH HEREIN, STEEL KING DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, WITH RESPECT TO THE GOODS, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE OR PURPOSE.**

**Drawings:** All drawings and designs provided to the Buyer by Steel King in connection with this project are and shall remain the exclusive property of Steel King and may not be duplicated or distributed to third parties, or used in any manner (including manufacturing), without the express written consent of an Officer of Steel King. "Drawings" and "Designs" are inclusive of all formats, including paper and electronic. Designs provided by Steel King are provided solely as a courtesy pursuant to the sale of materials, and ownership is not transferred. All rights, including patents, copyright and trademark, shall remain with Steel King. When requested, and solely in conjunction with the sale of materials, Steel King will provide three sets of paper drawings.

Duplicate sets of drawings on paper may be obtained at additional cost to the Buyer.

**Design of Storage Racks:** Any proposal by Steel King is based upon the existence of an engineered slab-on-grade and sub-grade that [a] have been designed by a licensed (third-party) Professional Engineer to have sufficient properties to support the loads and forces exerted by this storage rack system and [b] have been placed per the minimum requirements as set forth in the local building code. If an engineer-of-record cannot be determined for a particular slab or if the slab is insufficient for use with this storage rack system, the base plates and/or anchors may need to be changed, and on-site testing of the slab, sub-grade, and anchors may be required, all at additional cost to the Buyer. Slab flatness and rebar location are the responsibility of Buyer. Cost to produce storage racks to specific specifications or codes are not included unless listed on quote.

Buyer assumes all responsibility for informing seller prior to request for proposals of the appropriate code enforced by the local building department relative to stair and handrail design.

**Shims:** When shims are provided, it is as a courtesy and not based upon a calculation of the number of shims necessary for installation on specific floors. The Buyer is responsible for ordering a sufficient quantity of shims for their particular situation.

**Risk of Loss:** F.O.B. Factory terms apply, unless otherwise noted on our proposal. Risk of loss of equipment purchased under this Agreement passes to the Buyer as of the earlier of the time of invoicing, or shipment, or (only in cases where Steel King prepays the freight), the time of delivery.

**Freight Billing:** Unless otherwise indicated on Steel King's proposal, the product will be shipped "freight collect" to the (Buyer will be invoiced for freight charges at Net 7 days, billed by carrier). Where applicable, and by request, freight may be billed "third party" (carrier bills the distributor) subject to carrier's approval of reseller's credit. "Prepaid & Add" freight charges are subject to a 10% surcharge to the freight costs only. When billed "Prepaid and Add" there will be no credit extended for reduction in shipping costs.

Quoted freight rates do not include any applicable local, county, state, or federal taxes. Applicable taxes may be added to the quoted freight amount at the time of invoicing. Buyer is responsible for all fuel surcharges invoiced by the carrier at the time of shipment. Unless specifically stated to the contrary, freight estimates do not include the additional cost associated with shipping in erectable shipments (additional loads). Shipments via inter-modal service may also increase the number of loads.

**Freight Claims:** It is the receiving party's responsibility to verify quantities and condition of goods received. **Claims for "shortages" will not be honored by Steel King unless we have been notified within 48 hours of receipt.** All claims for damage or shortages must be filed by the Buyer with the carrier. New purchase orders will need to be placed for replacement items. In cases where there is damage to components, or shortages, note the specifics on the Bill Of Lading; however the shipment should be accepted. Hidden damage may be reported to the carrier within 10 days of receipt.

**Customer Pick-Ups and Customer-Designated Carriers:** Shipment via customer-specified carrier is permitted only with prior approval of Steel King Traffic Management personnel. When approved, you will be notified 48 hours prior to availability of the product. Should the customer-designated truck fail to arrive at the designated loading time, the product will be rerouted on a carrier of Steel King's choice, freight charges collect, third party, or "prepaid and add" at Steel King's discretion. In case of multi-load shipments, each load must be picked up on schedule.

**Delay in Acceptance of Shipment:** If it is desired to make a change to the previously agreed upon delivery schedule, Steel King will attempt to accommodate the request without cost to the Buyer. In the event that the ordered product(s) require storage due to job site delays, and the notice of delay falls within eight weeks of the agreed upon delivery date, Steel King will attempt to locate storage for a maximum of 30 days and the Buyer agrees to pay all reasonable storage and handling charges. Any such costs will be estimated and presented to the Buyer for approval. If the cost is not approved, the Buyer must accept delivery on the original date. Steel King does not guarantee the availability of inside storage. The responsibility for the quality of the paint finish on product stored outdoors, and any dust on product stored indoors, lies entirely with the Buyer. The project will be invoiced on the date on which the shipment was previously scheduled, and the Buyer agrees to pay the invoice within 30 days of the invoice date, regardless of the date the product actually ships or delivers. The Buyer agrees to accept delivery no more than 30 days after the originally scheduled delivery date.

**Changes to Orders:** If the Buyer desires to make a change to an order, Steel King will attempt to accommodate the request without cost to the Buyer. However, if materials have been ordered and/or fabricated for the specific project in question, additional drawings or extensive additional engineering time is required, or additional shipping costs will be incurred, the costs of the change will be calculated and presented to the Buyer for approval prior to initiating the change. Buyer accepts responsibility for the costs of such changes, which will reflect time and material costs, with a minimum Change Order amount of \$100. No changes can be made within fifteen business days of the scheduled delivery date. Changes increasing quantities or adding items to the order are to be entered as separate orders subject to the then current lead time and discounting as a stand-alone project.

**Cancellations Prior to Shipment:** The Buyer understands that upon receipt of the Purchase Order, Steel King will make commitments for materials, labor, and services in connection with the project. Should Buyer decide to cancel an order prior to shipment, the Buyer agrees to compensate Steel King for all actual costs incurred on the Buyer's behalf. In addition, Buyer agrees to pay a minimum Cancellation Fee, based upon the following schedule:

Order Size	Minimum Cancellation Fee
\$0- \$19,999	15% or \$250, whichever is greater
\$20,000-- \$249,999	13%
\$250,000- \$499,999	11%
\$500,000+	10%

**Paint:** Price includes 1 coat of finish, your choice of Vista Green, Precaution Blue, Poppy Orange, and Industrial Yellow. On pallet rack projects, if no color is listed on the purchase order, the upright frames will be painted Vista Green and the beams will be painted Poppy. Eight other non-standard stock colors are also available; contact the factory for information on any applicable additional charges and extended lead times. Custom colors may also be available at extra cost and extended lead-time. The standard color on STEEL GUARD protective railing is Industrial Yellow (UV resistant).

**Buyer's Indemnity:** Buyer shall indemnify, defend and hold harmless Steel King from and against any and all claims, losses, damages, liabilities, obligations, costs and expenses, including reasonable attorneys' fees, incurred by Steel King and arising out of or relating to (a) the negligence or misconduct of Buyer or any of its employees or agents, (b) any alleged misrepresentations or omissions by Buyer or any of its employees or agents relating to the goods, (c) a breach by Buyer of any provision of this Agreement or the failure of Buyer to perform its obligations under this Agreement, (d) the violation by Seller of any applicable federal, state, provincial, or local law, and/or (e) any warranty extended by Buyer other than as set forth in Steel King's warranties set forth above.

**Disclaimers:** This proposal is based upon our understanding of your requirement, and is subject to correction, including but not limited to mathematical and clerical errors. Quoted prices shall be valid for 10 days from the date of the quote and for ship dates within 66 days from the date of the quote; however they may be extended at Steel King's option. Steel King will not be liable for damages resulting from forces beyond our control, including, but not limited to strikes, weather, acts of God, acts of war or civil disobedience, accidents, unforeseen changes in costs, or compliance with governmental requests, laws, regulations, etc. **STEEL KING SPECIFICALLY DISCLAIMS ANY LIABILITY FOR ANY AND ALL CONSEQUENTIAL DAMAGES.** In cases of products designed and manufactured to customer specifications, all liability for patent infringement becomes the responsibility of the customer. **ANY DISPUTES REGARDING THESE TERMS OR ANY CONTRACTS, PURCHASE ORDERS, ETC., WILL BE GOVERNED BY THE LAWS OF THE STATE OF WISCONSIN**