

## **Madison Sheet Metal's Terms and Conditions**

[Note: Any paper invoices/receipts should have printed on them something along the line of: "By purchasing the above from Madison Sheet Metal, the buyer agrees to be bound by Madison Sheet Metal's online terms and conditions, available at:

[https://www.madisonsheetmetal.com/about.\]](https://www.madisonsheetmetal.com/about.)

Any individual or entity who purchases products and/or services ("Buyer") from Madison Sheet Metal ("Seller"), agrees to be bound by the following terms and conditions. Any additional terms and conditions proposed by Buyer, whether written or verbal, are rejected and shall be of no force or effect unless expressly consented to in writing by Seller. No statement or writing purporting to change, modify, or add to these terms and conditions shall be binding unless consented to in writing signed by the party against whom enforcement of such modification or addition is sought. Terms or conditions set forth in any purchase order (or similar document) of Buyer shall not be binding on Seller unless expressly and affirmatively consented to in writing by an authorized agent of Seller, and then only to the extent of such consent.

**RETURNS:** Products may only be returned to Seller at Seller's sole discretion and with Seller's written approval. All returns are subject to Seller's terms and conditions relating thereto. Further, Buyer shall return the products in good and saleable condition and shall pay any and all costs or charges arising out of such return, including shipping costs and a restocking charge equal to thirty percent (30%) of the purchase price of the returned products. Non-stock and custom products are non-returnable.

**EXCLUSIVE LIMITED WARRANTY:** Seller warrants that products sold and services provided by Seller conform to or exceed either the applicable industry standards (for standard products and services) or the specifications/design/drawings provided by the Buyer (for custom products or services), subject to reasonable variances in accordance with normal industry practice, for a period of thirty (30) days from delivery thereof. Acceptance by Buyer of the products and/or services provided by Seller shall constitute confirmation that the products and/or services meet the applicable industry standards or the specifications/design/drawings provided by the Buyer. **THE FOREGOING WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WRITTEN OR ORAL WARRANTIES OR CONTRACTUAL AGREEMENTS**, whether express or implied by law, including the Uniform Commercial Code as enacted in the State of Wisconsin or elsewhere, or otherwise, **INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY.**

**EXCLUSIVE REMEDY: BUYER'S EXCLUSIVE REMEDY FOR BREACH OF SELLER'S LIMITED WARRANTY OR OTHERWISE** shall be to require Seller, at Seller's option, to either refund the purchase price for the products and/or services sold hereunder or to repair or replace any nonconforming products. Costs of return or redelivery of defective materials, products, labor, removal, and/or reinstallation charges are not included in this exclusive remedy and shall be borne by Buyer. **NO OTHER REMEDY** for breach of this warranty, express or implied, including claims for any breach of the implied warranty of fitness for a particular purpose or the implied warranty of merchantability, **SHALL BE AVAILABLE TO BUYER**. **ANY CLAIM FOR INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES** for lost profits, income, interest, lost sales, injury to property,

attorney fees, consultant's fees, or any other incidental or consequential loss IS THEREFORE BARRED PURSUANT TO THE TERMS OF THIS EXCLUSIVE REMEDY. The above limitations do not include damages related to personal injury to the extent such limitations are barred by applicable laws. Seller will not be liable for defects in any products or services provided caused by improper storage, installation, application, modification, or alteration by Buyer

**CLAIMS:** Buyer's EXCLUSIVE PROCEDURE FOR COMMENCING CLAIMS against Seller shall be as follows: Notice of claims against Seller for breach of warranty or for alleged short delivery of products MUST BE GIVEN TO SELLER PROMPTLY UPON DISCOVERY AND MUST BE SUPPORTED IN WRITING WITHIN SEVEN (7) CALENDAR DAYS AFTER DISCOVERY to afford Seller an opportunity to investigate such claims promptly and mitigate any potential damages. Failure of Buyer to give such notice SHALL CONSTITUTE A WAIVER BY BUYER of its right to later make such a claim and Buyer shall be barred from the EXCLUSIVE REMEDY set forth above.

**LIMITATION OF LIABILITY:** SELLER'S LIABILITY ON ANY CLAIM for loss or damage arising out of the supplying of any product and/or services by Seller to Buyer pursuant to this Agreement, whether based in contract, warranty, tort (including negligence), or other grounds, SHALL NOT EXCEED THE PRICE OF THE PRODUCTS AND/OR SERVICES ACTUALLY RECEIVED BY BUYER from Seller with regard to which such claim for loss or damage is made. IN NO EVENT SHALL SELLER BE LIABLE, whether as a result of breach of contract, warranty, tort (including negligence) or other grounds, FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL, LIQUIDATED, OR PENAL DAMAGES including, but not limited to, loss of profits or revenue, loss of use of the products or any associated product, cost of capital, cost of substitute products, facilities, services, downtime costs, or claims made by customers of the Buyer for such damages; the above limitations do not include damages related to personal injury to the extent such limitations are barred by applicable laws.