



# INTEGRITY FABRICATORS, LLC

## General Sales Policies (January 1, 2016)

### Placing Orders

In order to best serve our customers, we request that all Purchase orders be emailed to [sales@integrityfab.com](mailto:sales@integrityfab.com) or mailed to our office in Allendale, MI. All purchase orders must include: Customer name, PO number, "ship to" address, "bill to" address, phone number, complete product description, quote reference number, shipping preferences/instructions, and requested ship date.

### Delivery Dates

Delivery date ranges are provided with each quote as a guideline only and are subject to change based on parts availability and workload at the time of order. If the delivery date is critical, you must confirm the timeframe with us before placing an order. Purchase Orders are processed and prioritized based on the order in which they are received.

### Freight and Shipping Charges

All shipments are FOB origin and freight and insurance costs are the responsibility of the customer. Shipping preferences and instructions should be specified in the Purchase Order.

### Warranty

Integrity Fabricators equipment comes with a standard 1 year parts only warranty from the time of shipment. The warranty covers manufacturing defects and premature failure of parts in normal operation. Integrity Fabricators will not take responsibility for or warranty equipment in the following conditions: failure due to mistreatment; damage incurred outside of normal operation; operating conditions that are different than were specified during the design of the equipment; damage resulting from a failure to maintain or service the equipment as recommended.

Our sub-suppliers often have a warranty on their parts which would replace Integrity Fabricators' warranty. In that case, Integrity Fabricators will work on your behalf with the supplier to fulfill the warranty.

### Custom Equipment

Integrity Fabricators primarily builds and sells custom equipment. The nature of custom equipment is that it is unique to a specific situation and not necessarily a "proven" solution. Integrity Fabricators always seeks to provide adequate solutions to its customers; however, the ultimate use and effectiveness of the equipment produced will be the sole responsibility of Buyer. An approval drawing signed by Buyer will constitute acceptance of the concept or idea contained therein, and Integrity Fabricators will not be responsible for unforeseen situational or operational problems Buyer may encounter.

### Payment Terms

Standard payment terms are as follows:

25% down payment, 25% with approval drawings, balance upon completion, net 30 days.

### Drawings and Intellectual Property

As a standard practice, Integrity Fabricators provides an assembly drawing and bill of materials with equipment produced. However, the concepts, ideas, and methodologies contained therein are the sole property of Integrity Fabricators and may not be reproduced, re-sold, or shared with any other party without written consent by Integrity Fabricators. Build and detail drawings are the sole property of Integrity Fabricators and Integrity Fabricators is under no obligation to disclose them to Buyer.

Under no circumstances should drawings, quotations, or information related to a job be shared with any third party.

### Terms and Conditions

Issuance of a Purchase Order constitutes acceptance of Integrity Fabricators' General Sales Policies. If any of these terms or conditions are not acceptable to Buyer, Integrity Fabricators must be notified in writing prior to issuing a Purchase Order. Any change or waiver of Integrity Fabricators' standard terms must be supplied to Buyer in writing and applies only to the specific transaction to which it is referenced. The validity, construction, and enforcement of the purchase agreement between Integrity Fabricators and Buyer shall be governed by and interpreted under the laws of the state of Michigan.

### Buyer's Exclusive Remedies

Integrity Fabricators' liability and Buyer's exclusive remedies under Integrity Fabricators' warranty shall be limited solely to repair, replacement, credit or refund at Integrity Fabricators' option. Integrity Fabricators shall not be liable, under any circumstances, for consequential or incidental damages including but not limited to labor costs or loss of profits resulting from or arising in connection with the use of or inability to use products or equipment purchased from Integrity Fabricators.

### Buyer's Obligation

Buyer is obligated to ensure that all employees and other persons who use products and equipment provided by Integrity Fabricators shall be properly trained and familiar with the safe operation and use of the products and equipment. To the extent that the owner fails to maintain and repair the equipment or to adequately educate and train users of the equipment regarding safe operating procedures and techniques, Integrity Fabricators will be indemnified and held harmless for any and all claims or liabilities which may arise from any injuries or damages resulting from the owner's conduct including such actual, reasonable attorney's fees Integrity Fabricators may incur in defending such claims or liabilities.