

## TERMS AND CONDITIONS

1. **EXCLUSIVITY OF TERMS AND CONDITIONS:** Except as may be otherwise agreed to in writing signed by both parties, these terms and conditions (Terms) apply to all sales between Capitol Foundry of Virginia, Inc. ("Seller") and a Customer (including a customer's owners, directors, officers, agents, representatives, employees, contractors, and / or any other entity for whom a customer may be legally responsible) (Collectively, "Buyer"). Capitol Foundry of VA, Inc. will only accept purchase orders, sell products, or conduct business upon these terms. Unless otherwise agreed to in writing and signed by Capitol Foundry of VA, Inc., these terms are incorporated by reference by purchase order or other document(s) that evidences a sales transaction between Seller and Buyer. Unless otherwise agreed to in writing (signed by an owner, director, or officer of Capitol Foundry of VA, Inc.), Capitol Foundry of VA, Inc., expressly rejects any terms and conditions contained in any Customer (Buyer) document or contract that is inconsistent with these Terms.
2. **PAYMENT TERMS:** Buyer agrees to pay invoices on time. Unless otherwise agreed to in writing, payment terms are NET 30 DAYS from date of invoice. All payments (Checks) should be sent to: Capitol Foundry of VA, Inc.  
2856 Crusader Circle  
Virginia Beach, VA 23453  
  
Payments on account made by credit cards are subject to a 3% processing fee.
3. **INTEREST:** Invoices not paid within payment terms are considered past due. Buyer agrees to pay interest in the amount of 1.5% per month (18% APR) on all past due balances until paid in full.
4. **COD FOR ACCOUNTS MORE THAN 120 DAYS PAST DUE:** If Buyer owes any amounts to Seller which are not paid within 120 days from the date of the invoice, then all future sales to that Buyer will be cash on delivery as opposed to NET 30 DAY or other credit terms until such time as the account is paid in full.
5. **RETURNED CHECK FEES:** Buyer agrees to pay a \$40.00 fee for all checks returned for Insufficient Funds in addition to any collection costs, including legal fees if applicable.
6. **PRICES:** All prices and designs are subject to change without notice. BUYER WILL BE RESPONSIBLE TO PAY ANY PRICE INCREASE, INCLUDING PROJECT OR CONTRACT PRICES, DUE TO THE IMPOSITION OF A TARIFF, OR INCREASE IN CUSTOM DUTIES, OR ANY TRADE REGULATION IMPOSED BY ANY GOVERNMENT ON ANY GOODS OR PRODUCTS SOLD HEREUNDER IF IMPOSED SUBSEQUENT TO ANY PRICE QUOTED AND PRIOR TO DELIVERY.
7. **QUOTATIONS:** Unless otherwise stated, all quotes are valid for 30 days. Seller reserves the right to modify and/or withdraw such quote without notice. **Buyer's acceptance of any quote or contract bid shall serve acceptance of these terms and conditions of sale.** In cases where freight allowance is included in the quotation, Buyer shall be liable for any rate increase and/or additional expense over the calculated allowance resulting from compliance with Buyer's shipping instructions.
8. **FORCE MAJEURE:** Seller shall not be responsible or liable in any way for any failure to perform due to acts of God, fire, flood, serious accidents, foreign or United States embargo, war or riot, serious shortages, unavailability or significant price increases in commodities, materials or components, labor disputes, interruption of transportation, loss of essential production services, laws, rules, regulations, instructions or acts of any U.S. or foreign governmental authority, or by any other event beyond the reasonable control of Seller or its subcontractors.
9. **SALES TAX:** All sales are subject to the current sales tax rates. For tax exempt sales, it is the Buyer's responsibility to provide the proper Sales Tax Exemption documents. Please note that the Seller DOES NOT keep a list of Tax-Exempt projects. The Buyer must inform the Seller at the time of purchase or provide a certificate with the invoice payment.
10. **DELIVERY OF PRODUCTS:** Unless otherwise agreed to in writing, all deliveries are FOB Shipping Point. Seller will make every effort to complete delivery of Goods as indicated on an Order, but Seller shall have no responsibility or liability, and will accept no back charge, for losses or damages arising from delivery delays or failure to give notice of expected delay. Seller may terminate any Order without liability of any nature, by written notice to Buyer, in the event that the delay in delivery or performance resulting from any of the aforesaid causes shall continue for a period of longer than (60) days. Risk of loss and title to products shall pass to the Buyer upon delivery. Buyer shall be responsible for inspecting deliveries for damages or discrepancies upon delivery. Damages or discrepancies must be reported within 24 hours of receipt of delivery.
11. **ITEM RETURNS:** All returns must be preauthorized in writing. Unless otherwise agreed to in writing, all returns are subject to a 15% restocking fee. If the original invoice has not yet been paid at the time of the return, credit may only be applied to that invoice. Any freight charges for returned material are the sole responsibility of the Buyer. **SPECIAL ORDERED, DISCONTINUED AND MODIFIED (BY REQUEST OF BUYER, i.e. GRINDING, PAINTING, CUTTING, DRILLING, OR ANY OTHER MEANS OF CHANGING THE PRODUCT FROM ITS ORIGINAL CONDITION) PRODUCTS ARE NOT ELIGIBLE FOR RETURN.**
12. **COLLECTION FEES:** Buyer agrees to pay all reasonable attorney's fees and costs in the event that Seller places Buyer's account with an attorney or collection agency for collection. Buyer also agrees that the sole and exclusive jurisdiction and venue for any action brought in relation to an invoice or a sale of goods shall be the state and federal courts for Virginia Beach, Virginia or the Eastern District of Virginia, Norfolk Division.
13. **LIMITED WARRANTY:** Capitol Foundry of VA, Inc. products are warranted for a period of one (1) year, from the date of purchase, against defects in material and workmanship. This warranty is limited to replacement of product only. The defective product MUST be returned, or the warranty will be voided. This warranty does not apply to the failure of the product due to improper installation, damage, modification of the product, abuse, mishandling, accident, or any application for which the product was not intended. Capitol Foundry of VA, Inc. does not assume any liability, whatsoever, for any damages, costs or expenses of any kind arising from or caused by any non-conformities or defects in any of the products sold by us, including but not limited to, the costs and expenses to remove any defective products and install of replacement products. **THERE ARE NO WARRANTIES, EITHER EXPRESSED OR IMPLIED, OTHER THAN SET FORTH HEREIN. WE DISCLAIM ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
14. **UPDATING OF THESE TERMS:** Capitol Foundry of VA, Inc. reserves the right to change or update these Terms at any time at its sole discretion. Buyer therefore agrees to regularly review these Terms.