

BLUE STEEL, LLC
SALES TERMS AND CONDITIONS

Prices: All sales are final---Prices are U.S. currency and are subject to change without notice.

Payment Terms: 100% NET due with order by Visa, MasterCard, Discover, Wire Transfers, Company Check or Bank checks. There is a \$50.00 charge for returned NSF checks. ALL CUSTOM-MADE ITEMS ARE 100% PRE-PAID.

Terms: On LARGER ORDERS, alternative Payment Terms MAY be granted at the sole discretion of Blue Steel, LLC. A service charge of 1-½ % per month will be added to past due accounts. To establish a line of credit with Blue Steel, LLC, you must provide bank name, bank address, bank phone number & contact person along with bank account number and three business references. This process of credit approval may take up to five (5) business days.

Shipping: Charges for Shipping, Handling, Packaging and Insurance are pre-paid and added to invoice and payable by customer. F.O.B. Shipping Point. If customer wants to insure purchases, they must notify Blue Steel in writing with order. Shipments by air or other special means can be requested. If purchaser elects to have goods shipped via their own carrier, and pays that carrier directly, the charges incurred by purchaser will be for Handling & Packaging only.

Back Orders: All back-ordered items will ship as soon as they are received by Blue Steel, LLC.

Damages/Shortages: Upon receipt of shipment, inspect ALL packages for damage or shortages. Note the problem on the bill of lading and notify the carrier immediately to initiate a customer freight claim. Claims for merchandise damaged during transport must be made directly to transport company. Blue Steel cannot be held responsible for products damaged during transport.

Returns: As most of our products are "custom-made" there are no returns accepted with limited exceptions. (see Warranty below). No merchandise will be accepted without obtaining a return authorization from Blue Steel, LLC. Requests for return authorization must be made within 5 business days of receipt of product. Authorized return merchandise must be unused, in resalable condition and in the items original packaging. If any of the above conditions are not met, returns will NOT be accepted. There is a 25% re-stocking charge on all returned products, excluding defective products, and the customer is responsible for all freight charges. On paid invoices a credit memo will be issued.

Warranty: Products sold by Blue Steel, LLC are fully warranted to be free from defects in material and workmanship by the individual manufacturer. These manufacturers may provide additional warranties and may be applicable to a customer in a particular situation. Neither Blue Steel, LLC nor the manufacturers may be held responsible for customer's use or misuse of products and limit their obligation to replace product. Copies of manufacturer's warranty's are available upon request by customer. Blue Steel, LLC does not warrant the loss, damage or defects of any product that is the result of shipping, storage, accident, abuse, alteration, misuse, neglect, fire or other hazard, failure to use reasonable care, or lack of routine maintenance or care.

LIMITATION OF LIABILITY: UNDER NO CIRCUMSTANCES WILL BLUE STEEL, LLC BE HELD RESPONSIBLE FOR INCIDENTAL DAMAGES, CONSEQUENTIAL DAMAGES, OR COMMERCIAL LOSS HOWSOEVER CAUSED UNLESS PROHIBITED BY LAW. Blue Steel LIABILITY SHALL IN ANY CASE NOT EXCEED THE PAYMENT RECEIVED FOR THE PRODUCT SOLD BY BLUE STEEL, LLC TO THE CUSTOMER. THIS WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, USE OR APPLICATION, AND ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF BLUE STEEL, LLC, UNLESS PROHIBITED BY LAW.