

Affordable Aluminum – Terms and Conditions of Sale

Affordable Aluminum is a DBA of Affordable Aluminum Extrusions LLC, a pass-through entity that facilitates the purchase of aluminum billet material on behalf of its customers. The company does not apply any markup and does not recognize revenue from these transactions. Billet inventory is held temporarily, without speculative intent, for the sole purpose of transferring it to Safespill Extrusion Services, LLC for conversion. Title to the material is retained only for logistical coordination. All billet costs are passed through at cost, without adjustment.

Definitions

- “Seller” means Affordable Aluminum Extrusions LLC, doing business as Affordable Aluminum.
- “Buyer” means the customer placing the order with Seller.
- “Safespill Extrusion Services LLC” refers to the affiliated toll processor responsible for aluminum extrusion and scrap handling.
- “Order” means the written quote and corresponding purchase order accepted by Seller.
- “F.O.B. Shipping Point” means title and risk of loss transfer to the Buyer when goods are delivered to the carrier at the Seller’s shipping location.

1. Pricing

All prices are firm and final based on the written quote and corresponding purchase order accepted by Seller. Prices will not change after order acceptance, regardless of market conditions or delivery schedule.

However, in the event of significant market disruption, unforeseen billet supply interruption, or material unavailability that materially affects the ability to fulfill the order as quoted, Seller and/or Safespill Extrusion Services LLC reserves the right to cancel the order without penalty. If cancellation is necessary, Seller will notify Buyer in writing and refund any prepaid amounts for unfulfilled items. No cancellation fees or further obligations will apply to either party.

2. Payment Terms

Payment terms are defined in each Buyer’s purchase order and must be adhered to in full. Any unpaid balances not received by the due date stated in the applicable purchase order will be considered overdue. A finance charge of 2% per month (24% per annum) will be applied to all overdue balances. Seller reserves the right to

suspend future shipments or orders until past-due amounts are paid in full.

Invoices will be issued upon completion of final extrusion and prior to shipment, unless otherwise specified in writing.

3. Warranty and Product Assurance

Seller warrants its products to be free from defects in material and workmanship. If a defect is discovered within 90 days (for visible issues) or 180 days (for hidden issues), Buyer must notify Seller in writing. Seller will either repair or replace the defective item or issue a refund if neither option is feasible. Failure to notify Seller within the period constitutes acceptance.

This warranty does not cover misuse, improper handling, or modifications made by Buyer. This warranty replaces all other express or implied warranties, except where prohibited by law.

4. Limitation of Liability

Seller’s liability is limited to the value of the product sold. Seller is not liable for indirect, incidental, or consequential damages (such as lost profits or business interruption), unless caused by Seller’s gross negligence or willful misconduct.

5. Tooling and Equipment

Tooling, dies, and fixtures made specifically for a Buyer's product remain Seller's property unless otherwise agreed in writing. These tools are used exclusively for Buyer's orders. If no orders are placed within 12 months, Safespill Extrusion Services LLC may repurpose or recycle the tooling.

6. Scrap and Material Handling

Any aluminum scrap, trimming, or offcut material generated during the extrusion, cutting, or handling process shall remain the sole property of Safespill Extrusion Services LLC, regardless of billet ownership or purchase origin. This includes but is not limited to profile ends, test extrusions, or rejected pieces not meeting specified tolerances.

7. Use of Buyer Drawings

All Buyer-provided drawings will be used solely for the purpose of manufacturing Buyer's products. Seller may share them with trusted subcontractors (e.g., die manufacturers), only as needed for production.

8. Packaging and Returns

If non-standard packaging is required and returnable, a deposit will be charged. A full credit will be issued if packaging is returned in usable condition within 12 months, less any repair costs if needed.

9. Taxes

All applicable taxes (sales, use, or excise) are the responsibility of the Buyer.

10. Force Majeure

Seller is not liable for delays or non-performance caused by events beyond its control, including natural disasters, labor strikes, carrier delays, or raw material shortages. Seller will notify Buyer of such delays and resume deliveries promptly once the issue is resolved.

11. Order Cancellation

Orders may only be canceled with Seller's written consent. Cancellation fees may apply based on

materials, work in progress, and reasonable administrative costs. Any finished goods or raw materials may be transferred to the Buyer upon request.

12. Mutual Indemnification

Each party agrees to indemnify the other against claims arising from its own negligence, misrepresentation, or breach of contract. Buyer is not required to indemnify Seller for issues caused by Seller's own errors or product faults.

13. Governing Law and Dispute Resolution

This agreement is governed by the laws of the State of Texas. Any disputes will be resolved by arbitration under the American Arbitration Association, with proceedings held in a mutually agreed location, or virtually if needed.

14. Export Compliance

Buyer is responsible for securing any required import/export licenses for shipments outside the U.S. All payments must be made in U.S. dollars.

15. Delivery and Risk of Loss

Unless otherwise stated in the applicable purchase order or quote, all goods are sold F.O.B. Shipping Point (Seller's facility). Title to and risk of loss for the goods shall pass to the Buyer upon delivery of the goods to the carrier at the Seller's shipping location.

Buyer shall be responsible for all freight, insurance, and handling costs incurred after the goods have been delivered to the carrier. Seller shall not be liable for any damage, loss, or delay occurring during transit. Buyer shall be responsible for filing any claims with the carrier for goods damaged or lost in transit.

16. Entire Agreement

These Terms and Conditions, together with the order confirmation or invoice, constitute the entire agreement between Affordable Aluminum Extrusions LLC and Buyer, superseding all prior communications and representations.