By delivering material to The Southern Galvanizing Company, you acknowledge that you have read and accepted our terms and conditions of sale and of galvanizing services.

1. Prices are based on new material. Material excessively rusted or with excessive rolled-in mill scale or coated with paint, lacquer, old galvanizing, grease, oil, etc. will be subject to extra charges. We are not responsible for quality of work on steel that is not metallurgically suitable for galvanizing.

2. We are not responsible for any material that warps, buckles, blisters, or breaks due to heat conditions in the process of galvanizing, chain or wire marks, drilled/punched/torched holes required for safe and proper venting of air and drainage of zinc as recommended by ASTM A-123.

3. Surcharges may be necessary for labor, coated and/or oversized material, and reasonable unforeseen expenses.

4. No claims will be allowed unless made on receipt of goods or within twenty-four hours of shipment, a reasonable amount of time to have inspected the galvanized material upon its return.

5. All prices quoted are F.O.B., our plant in Baltimore, MD, unless otherwise stated.

6. Invoices must be paid within the terms of credit established with our company. Failure to pay invoices within those terms may result in surcharges or legal action or both. If an attorney is retained to collect any outstanding balance, customer shall pay all of the reasonable costs, fees, and expenses, including attorney’s fees in the amount of fifteen percent (15%) of the full amount outstanding.

7. Delivery will be made with reasonable promptness but we shall not be held responsible for any loss or damage resulting from delay in filling orders, by reason of fire, strikes, differences with workmen, government regulations, foreign or domestic disputes, accidents, delays by common carriers or other causes beyond our control and in no event shall we be responsible for consequential damages.

8. Material remaining at our facility longer than thirty (30) days may be subject to additional storage fees. Material remaining over forty-five (45) days, with notice, may be considered abandoned and may be disposed in accordance with applicable provisions of the law.

9. All quotations are subject to change with cause and reasonable notice.

10. LIMITATION OF LIABILITY: Our liability for any loss or damage resulting from defective work done and/or defective materials furnished by us shall, in any event, be limited to the total amount of our invoice covering such defective work and/or materials. All material claimed to be defective shall be held subject to our inspection and we shall not be liable for the cost of any repairs performed without our express written consent. In no event shall we have any liability for consequential damages resulting from such defects.

11. The goods and services covered by the invoice were produced and rendered in compliance with the requirements of the applicable provisions of the Fair Labor Standards Act of 1938 as amended.

12. This agreement shall be governed by the laws of Maryland and any claim arising out of or in connection with this sale shall be settled in the courts of the State of Maryland or by arbitration in the State of Maryland.

These terms and conditions apply to all current, ongoing, and future services provided by The Southern Galvanizing Company, unless otherwise expressly agreed.

Log on to http://www.sogalv.com for further information.