



a Division of 3V Metals, Inc.  
 6841 Phillips Parkway Drive South  
 Jacksonville, FL 32256  
 Ph. 904-288-9880, Fax 904-268-9717  
 TERMS AND CONDITIONS

**1. FINANCE CHARGES:** Invoice is due upon receipt, unless otherwise stated on your invoice. If the balance shown on an invoice is not paid before the 30th day of the same month, interest will accrue on that unpaid amount at the highest rate allowable by Florida law.

**2. LIMITED WARRANTY.** PLH gives a limited manufacturer's warranty on all products it manufactures for a period of two (2) months. If there are any manufacturer's defects in the products, PLH reserves the right to repair or replace the product within the warranty period. PLH gives no warranty against latent or patent defects in material, workmanship, capacity or operating capacity of any materials after the warranty period. Other than the express limited warranty as above provided, there are NO OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**3. ACCEPTANCE OF MATERIALS.** The failure of Applicant to object in writing to the quantity or condition of any product sold by PLH within 48 hours of delivery will constitute an acknowledgment that the goods have been accepted and found in good, safe and merchantable condition, fit for Applicant's intended use.

**4. NON-LIABILITY OF PLH.** Regardless of whether a claim against sounds in contract, tort or otherwise, PLH will not be liable to Applicant for any loss, delay or damage of any kind or character resulting from accidental breakage, defects in or inefficiency of any equipment from the failure of to properly perform services or from any other cause whatsoever; PLH WILL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE. PLH will not be liable for the inability of the Applicant to use the product for any purpose.

**5. TAXES.** Applicant will pay all sales and use taxes, all personal property taxes and all other taxes whatsoever.

**6. INDEMNIFICATION.** Applicant will indemnify and hold PLH harmless from any liability of any kind, including reasonable attorney's fees.

**7. ATTORNEY'S FEES.** If PLH employs an attorney to enforce any provision of this Application or invoice, or to defend any action brought by Applicant, its agents or employees against PLH, whether the action sounds in contract, in tort or otherwise, or to collect any payment due to PLH from Applicant, whether or not suit is instituted, PLH will be entitled to recover from Applicant all costs and expenses incurred including a reasonable attorney's fee.

**8. VENUE/JURY TRIAL/INTEREST.** Applicant will pay interest on all monies due to PLH at the highest lawful contract rate. Applicant WAIVES ANY RIGHT TO JURY TRIAL in any action brought by or against Applicant involving PLH, regardless of whether the claim sounds in contract, in tort or otherwise, or is in any proceeding related, ancillary or supplementary to this Application. Applicant waives any right of venue and agrees that any legal action or arbitration proceeding between Applicant and PLH regardless of whether it sounds in contract, in tort or otherwise, will be brought in a state court of competent jurisdiction located in Duval County, Florida.

**9. PERSONAL GUARANTY.** The person signing this Application on behalf of the Applicant, personally and individually, guarantees the full and prompt performance of the Applicant and the payment of all sums due to PLH As used in this Application, the term "Applicant" will also include the guarantor and any other party to this Application and all waivers are equally applicable to those persons.

**10. F.O.B. POINT.** All shipments are F.O.B. origin. Risk of loss and title of goods shall pass to Buyer upon delivery to the designated carrier.

**11. MINIMUM ORDER CHARGE - \$50.00.**

**12. PRICE POLICY.** All prices, terms, and conditions are subject to change without notice.

**13. NON-STANDARD OR SPECIAL ITEMS.** Items built for specific Buyer's requirements are considered non-standard. Orders for special items, if accepted by PLH are non-cancelable, and non-returnable. No material may be returned without first obtaining written return goods authorization from Seller in Jacksonville, Florida. Any goods that are returned are subject to a 25% restocking charge. All credit memos issued must be redeemed within one year from the date of issue.

.....  
NAME

SIGNATURE

TITLE

DATE