



# SIERRA ALUMINUM COMPANY

ALUMINUM EXTRUSIONS • PAINTING • ANODIZING • FABRICATION

## Terms and Conditions of Sale (Rev. 10/18/2016)

**An  
Employee  
Owned  
Company**

1. Acceptance  
Acceptance of orders by Sierra Aluminum Company (here in referred to as SAC) is subject to buyer's agreement to these Terms and Conditions of Sale.
2. Sales Terms  
Payment Terms are Net 30 days from date of SAC invoice. SAC may assess a late fee on any overdue amount of 1.5% per month.
3. Prices  
Prices are subject to change without prior notice on non-acknowledged orders.
4. Credit  
Credit approval by our Credit Department is required for open account terms.
5. Orders  
Orders may only be submitted by fax, mail, or e-mail.
6. Delivery  
Delivery dates are best estimates and SAC will use all reasonable efforts to ship order by estimated delivery date. SAC will not be responsible for any liabilities, fees, or incurred delivery costs of material not meeting estimated delivery date.
7. Claims  
Claims for shortage or damaged material must be filled within 30 days after delivery of material.
8. Rejected Material  
All returns for rejected material must be approved in writing / e-mail by SAC before pick-up will be issued. Our drivers are not authorized to make pick-ups without SAC pick up documents.
9. Clerical Errors  
Clerical errors made by SAC on quotations shall be subject to correction by SAC without penalty.
10. Purchase Agreements  
Customer Purchase Agreements must be signed by an authorized SAC Representative to be valid.
11. Disputes  
All disputes shall be brought in the State of California, Riverside County, CA.
12. Force Majeure  
Neither party will be in default if caused by an extraordinary event beyond reasonable control without its fault or negligence
13. Terms and Conditions  
Terms and Conditions can also be viewed and downloaded from our website [www.sierraaluminum.com](http://www.sierraaluminum.com)
14. Indemnification  
Customer shall indemnify, defend, and hold harmless SAC, its employees, officers, directors, and agents from any lawsuits, claims, costs including but not limited to attorney fees arising from products or services provided by SAC to customers or third parties, unless caused by a defect in SAC's product, SAC's gross or sole negligence, or SAC's willful misconduct as determined by a court of law.
15. Legal Action  
Legal action between Sierra and Sierra Customer will be determined under the laws of the State of California filed in the County of Riverside, California.