

1620 BUSH STREET, BALTIMORE, MD 21230 PHONE: (410) 837-3838 FAX: (410) 837-3734

MATERIAL DELIVERY SHEET

TODAY'S DATE:		
COMPANY NAME:		
ADDRESS:		
CITY, STATE, ZIP:		
TELEPHONE:		
FAX NUMBER:		
CONTACT PERSON:		
P.O. #	JOB NAME:	JOB #:
<u>QUANTITY</u>	<u>DESCRIPTION</u>	
		(include sizes)
	DELIVERED BY:	

- WEIGHTS AND PIECES SUBJECT TO COUNT AND CORRECTION
- ADDITIONAL CHARGES MAY BE NECESSARY FOR HOLES, COATED OR OVERSIZED MATERIAL
- SEE TERMS AND CONDITIONS ON THE OTHER SIDE

The following terms and conditions are a part of any sale, contract, or proposal on the other side of this form.

- 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 steels that are not metallurgically suitable for galvanizing. Material developing coating in excess of ASTM standards is subject to surcharge.
- We are not responsible for any material that warps, buckles, blisters, or breaks due to heat conditions in the process of galvanizing.
- Surcharges may be necessary for labor, coated and/or oversized materials, and reasonable unforeseen expenses.
- 4. No return accepted without our written permission, based on prior communication.
- 5. No claims allowed unless made on receipt of goods. It is assumed that all goods have been inspected within twenty-four hours of shipment.
- 6. All prices quoted are F.O.B., our plant in Baltimore, MD, unless otherwise stated.
- 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. All quotations are subject to change with reasonable notice.
- 9. 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 help 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.
- 10. 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.
- 11. 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 in 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.