

GENERAL

(A) This agreement contains the terms and conditions by which seller will quote and sell its products and services to buyer.

(B) The terms "purchase order" or "order" for the purposes of this agreement include the term "request for quotation", as appropriate.

(C) This agreement supersedes all pre-printed and boiler plate terms and conditions set forth in any purchase order issued by buyer.

(D) No reference herein to buyer's purchase order will in any way incorporate different or additional terms and conditions which are hereby objected to.

Seller will not be responsible for loss, damage, or delay brought upon by a common carrier. Buyer must file any and all freight claims. All shipments are made F.O.B. our facility, Medley, Florida.

Prices, terms and conditions are subject to change without notice. Invoicing will be at the price in effect at time of order.

Seller cannot be held liable for back charges due to defective, damaged aluminum, processing delays, manufacturing delays, or late contingencies of transportation, acts of God, or other causes beyond our control.

Any municipal, county, state or federal tax imposed by result of sale will be added to the invoice and paid by the customer. All other customers must present resale number at time of order.

Non-conforming or defective material must be reported to seller within 72 hours after delivery. After this time Seller will not be able to change/replace or modify material.

Schedules for shipping and will call are estimates. These estimates of time frames cannot be guaranteed or be considered legally binding.

All materials furnished by seller are sold as is. Deliveries made to and accepted by another designated finisher or fabricator is the total responsibility of the buyer.

Seller has no control over the use of its products. The owner, the architect, and the installer are responsible for the selection of the proper systems and sizes to comply with all building and safety codes and laws.

If the buyer delays receipt of goods later than the completion date, seller may invoice buyer on completion date. Buyer shall pay said invoice in accordance with stated credit terms contained herein.

Items supplied by seller which are manufactured by others, shall be subject to the manufacturer's warranty. Seller does not assume any liability for freight or labor costs.

Seller does not agree to buyer's terms and conditions. Sale is conditional upon buyer's acceptance of seller's terms and conditions. Any sale made to buyer is deemed that buyer has read and consented to all of seller's terms and conditions.

Unauthorized back charges, claims, or short payments will not be accepted by seller.

No material will be accepted for return unless agreed to by seller. Seller shall be responsible to decide value, re-stock fee, etc.

SECTION 1 – ONLINE STORE TERMS

Throughout the site www.AmericanAluminumFabricators.com, the terms “we”, “us” and “our” refer to American Aluminum Fabricators Corp. American Aluminum Fabricators Corp. offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site and/ or purchasing/ordering/installing something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms of Service carefully before accessing or using our website. By accessing, using or signing any part of the site/contract, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools which are added to the current store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

A breach or violation of any of the Terms will result in an immediate termination of your Services.

SECTION 2 – GENERAL CONDITIONS

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

SECTION 3 – ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

SECTION 4 – MODIFICATIONS TO THE SERVICE AND PRICES

Prices for our products are subject to change without notice due to tariff fees and increase in aluminum prices.

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

*Special finishes are not included in the total cost, unless otherwise stated by the company. For example, trims, ornamental hardware etc. are not included in the price.

**If in the case of removing your old window/door and replacing with our new product we notice a structural defect we will charge a fee to make any repairs. We reserve the right to accept or deny this repair if it has to do with the structural defect. In this case we will advise the client to make any reparations before we can continue to install or impact window and/or door.

SECTION 5 – PRODUCTS OR SERVICES

Certain products or services may be available exclusively online through the website. These products or services may have limited quantities and are subject to return or exchange only according to our Return Policy.

We have made every effort to display as accurately as possible the colors and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any color will be accurate.

We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at any time without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

SECTION 6 – PAYMENTS AND ORDER PROCESSING

American Aluminum Fabricators Corp. has the sole discretion to provide the terms of payment. Unless otherwise agreed, payment must first be received by American Aluminum Fabricators Corp. prior to the latter's acceptance of an order. Unless credit term has been agreed upon, payment for the products shall be made by cash, check, debit and credit card. American Aluminum Fabricators Corp. has all the discretion to cancel or deny orders. Order processing might take from 2 – 4 weeks for hurricane accordion shutters. For impact windows, fencing, decking, patio screens, pergolas and railings it will take from 8-12 weeks since these need to be created by the manufacturer.

SECTION 7 – DELIVERY

American Aluminum Fabricators Corp. only offers Local Delivery. As for the moment, we only deliver to Miami Dade County, Broward Country, Palm Beach County and Monroe County. If an order is placed outside the counties mentioned before, the order will be subject to fuel costs and delivery fees.

SECTION 8 – ACCURACY OF BILLING AND ACCOUNT INFORMATION

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. If we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors without prior dealer contract.

You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed. For more detail, please review our Refunds Policy.

Inspection, delivery, shipping, freight charges, claims, and packing. Inspection of products and services will be done by purchaser immediately after receipt of products or completion of services. In no event will product or service delivery dates be construed as falling within the meaning of “time is of the essence”. Buyer must notify seller of any deficiency or claim within 72 hours of receipt of product or services.

The following costs and expenses are not covered by the provisions of these limited warranties: (A) Labor cost for the removal and reinstallation of products or other manufacturer’s products. (B) Shipping and freight expenses required to return products to seller. (C) Normal maintenance; and (D) economic losses. In addition, the provisions of this warranty are not applicable to anything other than defects in seller’s materials (products only) or workmanship.

SECTION 9 – OPTIONAL TOOLS

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such tools” as is” and “as available” without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

SECTION 10 – THIRD-PARTY LINKS

Certain content, products and services available via our Service may include materials from third-parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party’s policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

SECTION 11 – USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether

online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

SECTION 12 – PERSONAL INFORMATION

Your submission of personal information through the store is governed by our Privacy Policy. To view our Privacy Policy.

SECTION 13 – ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

SECTION 14 – PROHIBITED USES

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or

operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

SECTION 15 – DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall American Aluminum Fabricators Corp., our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

SECTION 16 – INDEMNIFICATION

You agree to indemnify, defend and hold harmless American Aluminum Fabricators Corp. and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

SECTION 17 – SEVERABILITY

In any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

SECTION 18 – TERMINATION

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

SECTION 19 – ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

In the event any indebtedness is placed in the hands of an attorney and/or arbitrator, buyer agrees to be responsible and shall pay all reasonable fees incurred.

SECTION 20 – GOVERNING LAW

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of 7281 NW 77TH Street, Medley, FL 33166, United States.

SECTION 21 – CHANGES TO TERMS OF SERVICE

You can review the most current version of the Terms of Service at any time at this page.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website

periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

SECTION 22 – ESCALATION CLAUSE

The contract price for this residential/commercial construction project has been calculated based on the current prices for the component building materials. However, the market for the building materials that are hereafter specified is volatile, and sudden price increases could occur. American Aluminum Fabricators Corp. agrees to use his best efforts to obtain the lowest possible prices from available building material suppliers, but should there be an increase in the prices of these specified materials that are purchased after execution of contract for use in this residential/commercial construction project, the Owner agrees to pay that cost increase to American Aluminum Fabricators Corp. Any claim by American Aluminum Fabricators Corp. for payment of a cost increase, as provided above, shall require written notice delivered by the American Aluminum Fabricators Corp. to the Owner stating the increased cost, the building material or materials in question, and the source of supply, supported by invoices or bills of sale.

SECTION 23 – CONTACT INFORMATION

Questions about the Terms of Service should be sent to us at aafabrcorp@gmail.com

Seller reserves the right to refuse service to anyone.