

Full Conditions & Terms (on website and in Voyager Aluminum Blue Book)

CONTRACT BETWEEN BUYER AND VOYAGER: A written order and acknowledgment, or written acknowledgment by Voyager of a verbal order shall constitute a contract between Buyer and Voyager (Voyager Industries, Inc.) hereafter referred to as Voyager. Contract may not be amended or rescinded except by written agreement by both parties.

QUOTATION OF PRICE. All written quotations of price ("Quote") made by Voyager Industries will be valid for a period of thirty (30) days without exception from time Quote has been generated Voyager. Voyager will make every reasonable effort for timely delivery of Quote to customer however Voyager does not assume responsibility for delays in receipt of quotations to Buyer unless otherwise stated hereunder in these Terms and Conditions. Voyager Industries under any circumstance will not honor or provide verbal quotations for finished goods, Voyager proprietary products or custom products.

CREDIT: All shipments shall be subject to the approval of Voyager's Credit Department. If the financial responsibility of the Buyer is unsatisfactory, or becomes impaired, or if Buyer fails to make any payment in accordance with the terms of the contract, then Voyager may defer or decline to make any shipments except upon receipt of satisfactory security or cash payments in advance, or Voyager may terminate the contract. Voyager also reserves the right to charge interest at the rate of 1½% compounded per month or the highest rate allowed by law, whichever is lower on any past due balances. If Voyager Industries, in its sole discretion, finds it necessary to employ an attorney to collect any past due sum owed hereunder, it may collect, in addition to any other sum owed hereunder, all applicable attorney's fees and costs. When credit has been extended to Buyer, terms of payment shall be no more than 30 days. Credit cards accepted are MasterCard and Visa. COD orders have no minimum and must be paid upon delivery. Payment of any additional COD charges or shipping charges as a result of COD by carrier will be the sole responsibility of the Buyer. There is a \$25.00 service charge on all returned checks.

WARRANTY: Voyager warrants that products sold to Buyer shall be free from defects in material and workmanship and shall conform to agreed upon specifications. EXCEPT FOR SUCH WARRANTY, VOYAGER DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE AND INCLUDING BUT NOT LIMITED TO ANY ORAL OR WRITTEN DESCRIPTION OF THE PRODUCTS, THEIR CHARACTERISTICS OR PROPERTIES OTHER THAN THAT SPECIFICALLY STATED IN THE AFOREMENTIONED LIMITED WARRANTY. Buyer agrees to hold harmless, indemnify, and defend Voyager and any of its employees, directors, officers, agents, or successors from any and all fault, liabilities, costs, expenses, claims, demands or lawsuits asserted by any person or entity that the warranties, remedies, limitations, disclaimer of warranties and liabilities of Voyager are other than that as specifically set forth herein or by reason of any warranty, express or implied, or remedy for breach of warranty extended by Buyer, which is more favorable than the warranties and remedies set forth herein. Voyager shall have no liability for consequential or incidental damages to persons or property arising from its supply of products. In the event that its products are not as warranted, Buyer's sole remedy will be, at Voyager's election, replacement of the product or return of the purchase price. Prior written approval from the Voyager must be secured before returning any merchandise for credit.

SHIPMENT DAMAGE. Product shipped from Voyager's manufacturing location is carefully packed in compliance with carrier requirements. Claims for loss or damage in transit must be made with the carrier by Buyer. All shipments should be fully unpacked and inspected immediately upon receipt. It is important to keep the shipping carton, packing material and all parts intact for inspection by the carrier's agent. Visible Loss or Damage. Any external evidence of loss or damage must be noted on the freight bill or carrier's receipt and signed by the carrier's agent. Failure to do this may result in the carrier refusing to honor the claim.

DELAYS: Voyager cannot be held liable for loss or damage arising from delay in fulfilling or failure to fulfill any accepted order in accordance with its terms where such delay or failure is caused by shortage of materials, delays in carriers, embargoes, fire, floods, strikes, riots, wars, acts of God or other causes beyond our control.

PRICE: Prices are based on existing conditions and are subject to change if shipment of items is not taken within 30 days of order. A minimum order or pack size may apply to stock items and non-stock items.

EQUIPMENT: Any equipment (including jigs, dies and tools, etc.) which Voyager constructs or acquires specifically for use on Buyer's order may or may not be charged to Buyer, subject to confirmation by contract.

CANCELLATION: Said contract is subject to cancellation only upon Voyager's acceptance of such cancellation in writing and the effective date of cancellation shall be the date of such acceptance. Payment of cancellation charges may be assessed and shall be made by Buyer upon receipt of statement. Cancellation charges shall not exceed the purchase price of the canceled portion of the contract.

WEIGHT, QUANTITY AND TINT VARIANCES: All orders and prices, unless specified otherwise in writing, are based upon Buyer accepting industry standard weight tolerances on each individual item. On orders for custom or non-stock items, buyer may be required to accept over-run or under run quantities, subject to industry standard practice (+/- 15%). Atmospheric oxidation can occur when warehousing aluminum. This may result in some tint variation of items.

RETURN MATERIAL AUTHORIZATION: Voyager must be notified within 10 days after delivery of Buyer's request to return merchandise. Items not listed in Voyager's current standards book cannot be returned for credit. Items in current standards book can be returned for exchange with other items only. Cash payment to Voyager for returned items will not be allowed. Upon receipt of Voyager's authorization, merchandise must be returned within 30 days in accordance with Voyager's shipping instructions. Merchandise must be returned in exactly the same condition as in which it was received by Buyer. A 15% handling and restocking fees will be charged to Buyer's account.

PATENT PROTECTION: Voyager agrees to indemnify Buyer against any claims or liabilities for or by reason of alleged patent infringement arising from the manufacture or sale of any product furnished Buyer hereunder except where the specifications, process, design or method of manufacture originated in Buyer, in which event Buyer agrees to indemnify Voyager in like manner.

TAXES: All prices are subject to the net additions of all Federal, State, or Municipal taxes or charges which may be established or levied upon or assessed against the merchandise under contract.