



Terms and Conditions

These general terms and conditions (these "Terms and Conditions") and together with any purchase orders (each, a "Purchase Order") is the exclusive agreement between you (the "Customer") and Atlas Piping Products LLC ("Atlas Piping Products") and shall govern all business transactions between the parties.

1. A Purchase Order is required to begin shop drawings. If a Purchase Order is canceled after twenty-four (24) hours, a 20% cancellation fee, plus any labor and materials will be invoiced.
2. Pricing includes shop drawings and one revision. Any additional revisions will be invoiced at \$175.00 per hour.
3. The prices specified in the quote remain fixed for a period of ten (10) days from the listed date. Beyond such ten (10) day period, prices may be revised to align with the prevailing steel market rates at the point of material procurement by Atlas Piping Products. Additionally, the Customer must provide written authorization for material acquisition within one (1) week of receiving a Purchase Order; failure to do so may result in re-quoting when shop drawings are approved. Consequently, the Customer is obligated to cover the costs of raw materials at Atlas Piping Products' premises including storage fees on raw materials stored beyond thirty (30) days at Atlas Piping Products.
4. Payment terms require that all invoices be paid within thirty (30) days from the date of issuance. Invoices not paid within this timeframe will incur a monthly service fee of 1.5%. Credit approval is essential for all sales transactions. The prices provided in quotes do not include any applicable federal, state, or local taxes. The Customer assumes responsibility for the collection and remittance of all relevant federal, state, and local taxes. It is the Customer's responsibility to furnish Atlas Piping Products with a valid tax exemption form.
5. Unless arrangements are made prior to the issuance of a Purchase Order, all material, whether raw or complete, are subject to a \$2.00 per square foot storage fee after thirty (30) days.
6. Atlas Piping Products reserves the right to stop production and deliveries on any overdue accounts.
7. Upon Customer approval of the shop drawings, Atlas Piping Products shall proceed with the procurement of all necessary materials. Please be advised that this procurement process will commence after written authorization by the Customer or formal acceptance of the shop drawings by the Customer.

8. Atlas Piping Products will fabricate according to approved drawings and dimensions. Atlas Piping Products does not take responsibility for incorrect dimensions or errors on approved shop drawings.
9. Atlas Piping Products will only be responsible for all necessary corrective work that is the sole fault of Atlas Piping Products, as such Atlas Piping Products will not accept any type of back charge.
10. Within twenty-four (24) hours of receipt of the delivered items, Customers are required to notify Atlas Piping Products of any observed defects in the fabrication or coatings. Customers are obligated to conduct a thorough inspection of the received goods to ensure compliance with approved drawings and specified dimensions.
11. ATLAS PIPING PRODUCTS SHALL NOT BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR ANY LOST PROFITS OR SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, LIQUIDATED, OR CONSEQUENTIAL DAMAGES RELATED TO THESE TERMS AND CONDITIONS OR ANY PURCHASE ORDER AND DOES NOT ACCEPT DESIGN RESPONSIBILITIES.
12. The Customer shall defend, indemnify, reimburse, compensate, and hold harmless Atlas Piping Products from and against any and all liability, costs and expenses, claims, demands, actions, proceedings, judgments, or award of damages incurred in connection with any claim, demand, suit or proceeding brought by a third party arising from or in connection with the Customer's breach of these Terms and Conditions or violation of any applicable law or regulation.
13. Any amendment to a Purchase Order shall only be effective if made in writing and signed by a duly authorized representative of Atlas Piping Products.
14. If any provision of these Terms and Conditions or any Purchase Order shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the remaining provisions of these Terms and Conditions or such Purchase Order, all of which shall remain in full force and effect.
15. The Customer may not assign these Terms and Conditions or any Purchase Order to a third party without the prior written consent of Atlas Piping Products.
16. By submitting a Purchase Order to Atlas Piping Products, you hereby acknowledge your acceptance of these Terms and Conditions. These Terms and Conditions and all accepted Purchase Orders constitute the entire agreement and supersede any preceding contracts, understandings, or agreements between the parties relating to the subject matter hereof.
17. These Terms and Conditions and all Purchase Orders shall be governed by the laws of the State of Washington.

- End of Terms and Conditions -

Product Warranty

Atlas Piping Products warrants to the end user of the purchased steel fabricated materials the following:

All steel fabricated materials are of good quality and new unless otherwise required or permitted by the contract documents, and that the work is free from defects not inherent in the quality required or permitted and that the work conforms to the requirements of the contract documents. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Atlas Piping Products, improper or insufficient maintenance, improper operation or normal wear and tear and normal usage. Upon receipt of written notice from the Contractor, Owner or Architect to correct not found to be in accordance with the contract documents, within the one (1) year period after the date of substantial project completion and being given the opportunity to correct the nonconforming work within a reasonable time but not to exceed 7 days after corrective measure has been determined, Atlas Piping Products will correct the nonconforming work. If Atlas Piping Products fails to do so, the Contractor or Owner may do so and the subcontractor will pay to the Contractor or Owner the reasonable cost of correcting the deficiencies including expenses incurred by the Owner or Contractor, if any made necessary by such failure.