



TERMS & CONDITIONS

CONDITIONAL ACCEPTANCE: SUPPLY BRIGHT, LLC (Seller) ACKNOWLEDGMENT AND ACCEPTANCE OF THE BUYER'S ORDER IS CONDITIONED UPON THESE TERMS & CONDITIONS OF SALE CONSTITUTING THE SOLE AND EXCLUSIVE TERMS & CONDITIONS OF THIS ORDER. NO AMPLIFICATION, MODIFICATION OR VARIATION OF THESE TERMS & CONDITIONS OF SALE WILL BE ACCEPTED BY SELLER UNLESS EXPRESSLY AGREED TO IN WRITING AND SIGNED BY SELLER. IN ADDITION, ALL SALES WILL BE IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA.

Terms: All orders are pre-paid, unless prior arraignments are made & approved by Supply Bright, LLC and/or their appropriate finance company. Supply Bright, LLC accepts Cash, Checks, Money Orders, Wire Transfer, Visa, MasterCard, American Express or Discover for payment. Wire transfer carries a fee of \$25.00 for domestic transfer and \$65.00 fee for international transfer. All funds require bank clearance prior to shipping. N.S.F. check fee is \$35.00. All orders are final. Prices are subject to change without notice.

Sales Tax: The seller is required by law to collect all applicable state & local sales and use tax for every item for which sales tax exemption certification has not been provided by the 1st of every year. It is solely the Buyers responsibility for all renewed, and new sales tax-exempt certificates, to be supplied to the seller (fax or e-mail) prior to expiration of current certification, and prior to the initial sale.

Unless otherwise expressly provided by law, Seller may require Buyer to pay or to reimburse Seller for any sales or use tax which now or hereafter maybe imposed by nay taxing authority in respect of the products or the sale, purchase, manufacture, delivery or use thereof.

The seller will not refund any sales or use tax collected after receipt of sales exemption certification. All certification exemptions (new and renewed) must be supplied at time or, or prior to the sale.

Past Due Accounts: All unpaid balances are subject to a 1.5 percent finance charge per month (18% per year), or as directed by the Seller's appropriate finance company. Time calculations start the date of the invoice. Future orders on past due accounts will be placed on hold pending status until complete resolution of outstanding balance. The seller retains the right to limit and adjust open credit limits as needed.

Orders: Orders will be shipped form the Sellers proper fulfillment locations; multiple freight charges may occur from different points of origin. The seller reserves the right to ship from any fulfillment location for each order and charge appropriate freight. To guarantee orders to be processed correctly, a customer's purchase order supersedes verbal order. The Seller will not be held liable for any misunderstanding in part or in full on any & all verbal orders. The Buyer is responsible for any & all orders to be accurate to their request. The Seller reserves the right to automatically fulfill backorder when the product becomes available in any of our fulfillment centers, unless backorders are cancelled by Buyer in writing prior to backorders being shipped. All metal orders are estimated to ship in 4 to 7 weeks from date of order and payment, all nonmetal orders are estimated to ship in two to three business days from receipt of Buyers order and payment. Awning kits are estimated to ship 3 to 5 weeks from date and payment of order. ALL estimated shipping times are subjected to supply chain availability and workload demands at each fulfillment center or any manufacturing center.

Returns: All returns require pre-authorization return, no return are approved 12 days after date of sale, all customized products and awning kits are nonrefundable after the date of sale. There is a 25% re-stocking fee on all returned merchandise. No cash, check or credit card refund will be issued for returned merchandise. Credit On Account will be issued for all returned merchandise. All custom products & or fabricated products cannot be cancelled & are non-refundable once the order has been accepted by the Seller. In addition, fabric, awning kits, complete awnings, standing seam awnings, customer arbitration items and used items are not eligible for return. All freight charges for returned merchandise will be incurred by the Buyer.

The seller's liability for defective merchandise shall be limited to the replacement of the material as orders only. The Seller will not be liable in any event for any consequential damages. The Seller will not be held liable for any expense or charges incurred by the Buyer due to defective product or for product that may arrive past any estimated due date.

Limited Warranty: Individuals items carry their own limited guarantee/warranty. All Supply Bright LLC products carry a 90-day warranty against defects in quality from the date of the invoice. Any defective product within the first 90 days period is to be returned to Supply Bright LLC for repair or replacement (at the Sellers discretion). Supply Bright LLC will cover standard U.P.S. ground shipment for the replacement of the defective items only.

All products sold by the Seller and supplied to the Seller from a third-party company will be covered by that company's warranty policy.

This Limited Warranty extends only to products purchased from the Seller. This Limited Warranty does not extend to any product that has been damaged or rendered defective (a) as a result of accident, misuse or abuse, (B) as a result of an Act of God, (ac) by operations outside the range parameter stated herein, (d) by the use of parts not manufactured or sold by the Seller, (e) by modification of the product, (fa) as a result of war or terrorist attack, (fa) as a result of service by other than the Seller, (h) used in a manner not intended for that particular product or procedure, (i) used in manner that is not safe or not in an intended way to be used.

Except as expressly set forth in this Limited Warranty, the Seller makes no other warranties (expressed or implied), including warranties of merchantability and fitness for a particular purpose. The Seller expressly disclaims all warranties not stated in writing in this Limited Warranty and any implied warranties that maybe imposed by law to the terms of this expressed Limited Warranty.

The Seller is not liable for any damages caused by any product of the failure of any product to perform, including any lost profits or revenue, lost savings, lost sales, lost wages, incidental damages, or consequential damages. The Seller is not liable for any claim made by a third party, or made by the Buyer for a third party,

To obtain warranty service please contact the Seller at Sales@SupplyBright.Net.

Freight: All orders are delivered by a common carrier and will be prepaid. Any freight quote given by the Seller, its officers, or employees (written or verbal) are just that a quote. Final freight charges are subject to change at time of pickup & the Buyer is responsible for paying any differences. All freight quotes are estimated to commercial addresses only. All residential delivered (as noted by the common carrier) will incur an additional cost to be billed to the Buyer. The Seller will not be held liable for delivery times or delays. It is the Buyer sole responsibility to inform the Seller at each order of any shipments to a non-commercial address. any additional charges to non-commercial address after delivery will be charged to the Buyer and upon receipt. LTL and full truck load freight & handling carriers include a maximum of 30-minute trailer detention (unloading and wait time). Extra detention time will be charged to the Buyer separately. If the LTL or full load carrier determines the destination is a residential delivery point, \$250.00 fee will be charged to the Buyer after delivery and due upon receipt.

The Seller, its partners or suppliers will not be held liable for delay of product or services due to freight claims/damages or delivery delays. Freight claims & replacement product will NOT be processed until all proper information, photos, and paperwork of damage is supplied to the Seller.

Freight Claims: Freight claims are to be completed by the consignee or the paying party. It is the receiving party's responsibility at time of delivery to check for any visible damage to the shipment of its products and its packaging. All damage and problems MUST BE noted on the delivery receipt prior to the carrier leaving the premise. Multiple photos of damage must be taken by the receiving party. If the shipment was freight-collect, then the receiving party is responsible for all claim submission. If damage was determined to be from shipping or packaging replacement cost and replacement freight will be paid by the Seller. If damage occurred during the receiving or removing items

from the common carrier it becomes the sole responsibility of the Buyer not the Seller or the common carrier for replacement and replacement freight.

The Seller will not be held liable for any delay of product or service due to freight claim/damages. Freight claims & replacement products will not be processed until all proper documentation is supplied to the Seller.

General Terms: The Seller's acceptance of any order is subject to the Buyer's assent of the Terms & conditions set forth herein. The Buyer's assent to these terms & conditions shall be presumed from the purchase of all or any part of the goods and services orders. No addition or modification or items of conditions shall be binding upon the Seller. If the Buyer's purchase orders or other correspondence (written or verbal) contains terms or conditions contrary or in addition to the Terms & Conditions contained herein, The Seller Terms & Conditions will only apply.

The Seller may at any time change or suspend credit, stop shipments, and cancel orders when in its opinion the financial condition or credit account with the Buyer warrants these actions.

The Buyer shall indemnify the Seller against all damages including costs, expense and penalties which involve an infringement of a patent, registered trademark, or copyright.

The Buyer agrees to indemnify and hold the Seller harmless from all costs, damages, claims, expenses, or others that may incur because the Buyer's resale, and/or use of any or all products which may result in personal injury, death, property damage or other matters which are not due to the negligence of the Seller. Modification of some products from the original manufacturer's design and safety by the Seller or its representatives are included in this agreement to indemnify the Seller harmless for all actions and damages and injury.

The Seller fully owns all products, materials and services included in all sales until payment is made in full. All cost and collection for any outstanding invoices and or monies due to the Seller including attorney fees and return fees will be the Buyer's Responsibility. All legal procedures and filings will be held in Sarasota County Florida, USA.

It is the Buyer's responsibility to review all products, structural drawings (if required) with a local Architect, Engineer, your customer, and the local Political Subdivision Building Department(s) to be certain that the Seller's products meet suitability, fitness, and legal building code compliance. The Seller and its vendors, designers, or subcontractors makes no representation, either express, implied, or written that the Seller's products, drawings, fabrication, or material meet with any local building codes.

January 2024