

AkzoNobel Coatings, Inc
150 Columbia Street,
19601, Reading, PA
USA

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F (615) 255 7903
<http://www.akzonobel.com/powder>



Invoice

Invoice Number: 9110706269 [1 / 2]		Bill-To: 200051611				
Purchase Order : 115000010206		5R Fabricators				
Invoice Date : 07/25/2023		Ronald				
Payment Due :		12225 SW 128th Street, Unit 104				
Payment Terms : O547 - CREDIT CARD		MIAMI FL 33186				
		USA				
Shipping Info:		Ship-To: 200051611				
Delivery Terms: DDP PREPAID DESTINATION		5R Fabricators				
Shipment Mode : Road 2 Day		Ronald				
Country Shipped From: USA		12225 SW 128th Street, Unit 104				
Country Shipped To: USA		MIAMI FL 33186				
Shipping Point: Ryder Plainfield 3PL Warehouse		USA				
Carrier : CHEMLOGIX LLC						
Please Remit To:		Sold-To: 200051611				
BANK : Bank of America AkzoNobel Coatings Inc. 62166 Collection Center Drive Chicago, IL 60693-0621 US.REMITTANCE.41@AkzoNo		ACH: Bank of America ABA: 111000012 A/N: 4427105157				
		WIRE: Bank of America ABA: 026009593 A/N: 4427105157 Swift: BOFAUS3N				
		5R Fabricators Ronald 12225 SW 128th Street, Unit 104 MIAMI FL 33186 USA				
Item	Material	Goods Description	Quantity	U/M	Unit Price	Amount
1	8138322	JG027QF INT 600 SAFETY RED/7402/20KG <i>Order: 5103252912 / Delivery 6103700461</i> <i>Shipment Date: 07/25/2023</i> We opened a special line (484-336-8740) to service our Western region customers till 5:00PM PST/6:00PM MST.	132.28 60.00	LB KG	8.79 USD / LB	1,162.71 USD
			Subtotal of Items:			1,162.71 USD
			Sales Tax:			81.39 USD
Thank you for choosing AkzoNobel as your coatings supplier.			Please Pay This Amount:			1,244.10
IMPORTANT: Please direct payment to the remit-to location specified. Please reference the Invoice Number or Delivery Number on the remittance. On electronic payments remittance details may be sent to: US.REMITTANCE.41@AkzoNobel.com						
Account Manager: ANNA MARIA CAMPO E-Mail: annamaria.campo@akzonobel.com			Customer Care Specialist: Amanda Perrotto E-Mail: crgroup3@akzonobel.com			
Phone: _____ Fax: _____			Phone: 855-867-2990 Fax: _____			

ALL PRODUCT SALES ARE SUBJECT TO THE TERMS AND CONDITIONS OF PRODUCT SALE ATTACHED HERETO

Interpon.
powder coatings
EVERY COLOR IS GREEN

TERMS AND CONDITIONS

AKZO NOBEL COATINGS INC., INTERPON POWDER COATINGS DIVISION TERMS AND CONDITIONS OF PRODUCT SALE

1. General. (a) These terms and conditions and those in the Quotation or Proposal ("Quotation") or on the face hereof contain the entire agreement between the parties in connection with the products sold to Buyer (the "Products"). (b) Acceptance of delivery of or payment for Products shall be conclusive evidence of Buyer's agreement to these terms and conditions (the "Contract"). (c) References to Products, where applicable, include their packaging (d) Any conditions of sale included on Seller's current price list or in the Quotation are incorporated herein by reference and made a part hereof. (e) No prior or subsequent document, purchase order, or conduct of or from Buyer shall modify the Contract, except for any agreement reduced to writing and properly signed by authorized representatives of the parties.
2. Delivery. Unless otherwise agreed upon in writing: (a) Shipping and delivery dates are given in good faith, but are not guaranteed (b) Buyer is responsible for all costs relating to failure to accept Product delivery. (c) Delivery will be made F.O.B. point of shipping. (d) All risk of loss shall pass to Buyer upon delivery of the Products by Seller to a carrier. (e) Method of transportation will be selected by Seller (f) Seller reserves the right to ship collect (g) Seller's receipt from the carrier shall be conclusive evidence of delivery. (h) Packaging is included in price and is not returnable (i) returnable packaging will be charged to Buyer, but if returned empty, clean, securely closed and in good condition within thirty (30) days after receipt by Buyer, Seller will credit Buyer with the amount charged (j) any special packaging requirements will incur an additional charge. (k) Weight or quantity stated on Seller's carrier's receipt shall be conclusive evidence of the amount delivered. (l) Except as provided in Sections 3(b) and 7(a), each delivery shall be a separate contract. (m) Partial deliveries are permitted. (n) Failure to make any particular delivery shall not affect remaining deliveries. (o) Buyer shall promptly supply all information and assistance required for Seller to execute Buyer's order. (p) If the Products are sold F.A.S. or F.O.B. vessel, an on-board bill of lading, a mate's receipt or other document indicating delivery alongside the vessel or tender to the vessel is conclusive evidence of delivery (q) For Products sold C.I.F., or C. and F., a bill of lading receipt or way bill is conclusive evidence of delivery.
3. Price and Payment. (a) Except where a price is stated as "firm", all prices are subject to change and orders will be invoiced at Seller's prices prevailing at the time of shipment. All accounts are payable in full Net 30 days from date of invoice in U.S. funds, free of exchange, and without any collection or other charges, discounts, set-off, or abatement. Where price for Products includes delivery costs, any increase in such delivery costs shall be for Buyer's account. Buyer agrees to pay Seller such increases. (b) All applicable sales or use taxes, excise, or any other taxes or charges ("taxes"), except net income and equity franchise taxes shall be for the account of Buyer, and Buyer shall reimburse Seller for any such taxes. (c) Credit terms, if any, both as to time and amount, may be limited, revoked, or modified by Seller at any time without prior notice. In circumstances described in Section 7(a), all unpaid balances owing to Seller from Buyer shall become immediately due and payable, irrespective of whether title to the products has passed to Buyer. (d) Time of payment is of the essence. (e) Seller may assess interest on amounts not paid in accordance with invoiced terms at a rate of one and one-half percent (1-1/2%) per month or such lesser rate permissible by law.
4. Make to Order Products. Buyer shall purchase all Products manufactured according to Buyer specifications within 90 days of the date the Products are manufactured. If Buyer orders Products manufactured according to Buyer specifications or specifically for Buyer requirements, Seller may ship and invoice Buyer up to an additional 10% of the quantity ordered. Seller may issue specific instructions for blanket purchase orders.
5. Seller's Warranty (a) Seller warrants that Products shall conform to Seller's published Product specifications in effect at time of manufacture ("Seller's Warranty"). SELLER MAKES NO OTHER WARRANTIES OR REPRESENTATIONS AND HEREBY DISCLAIMS ANY OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR CUSTOM OR USAGE OF TRADE. (b) Buyer shall notify Seller of any Product that does not conform to Seller's Warranty within thirty (30) days after delivery of such Products. Failure to notify Seller of such nonconformance shall constitute a waiver by Buyer of any claims with respect to such nonconforming Products. (c) Products identified as obsolete or substandard, which are sold "AS IS, WHERE IS" with no warranty.
6. Seller's Limitation of Liability. Seller's liability to Buyer with respect to Products, whether based on contract, warranty, tort (including but not limited to negligence and strict liability) or otherwise, and Buyer's sole and exclusive remedy with respect thereto shall be limited, at Seller's sole option, solely to the replacement by Seller of any non-conforming Product for which claim is made by Buyer in accordance with Section 4 (b) above, or to the refund of the purchase price paid by Buyer attributable to the non-conforming product. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY OTHER DAMAGES, WHETHER DIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHERWISE.
7. Force Majeure. (a) Seller shall not be liable for any failure to ship Products or to otherwise comply with the Contract as a result of any circumstances whatsoever, (whether or not involving Seller's negligence) which are beyond Seller's reasonable control and which prevent or restrict Seller from complying with the Contract. Without limiting the generality of the foregoing, Seller may without liability suspend or terminate (in whole or in part) its obligations under the Contract if Seller's ability to manufacture, supply, deliver or acquire materials for the production of the Products by Seller's normal means is materially impaired.
8. Termination and Suspension. (a) Seller may (without prejudice to its other rights or remedies) terminate or suspend Seller's performance of the whole or any outstanding part of the Contract under any of the following circumstances: (i) Buyer fails to take delivery of or to pay for the Products as required herein (ii) Buyer breaches any other term of the Contract (iii) Buyer becomes bankrupt or insolvent or a receiver takes possession of any material part of Buyer's assets, or suffers any foreign equivalent of the foregoing; or (iv) Reasonable grounds for insecurity arise with respect to Buyer's performance under the Contract, and Seller so notifies Buyer (b) Termination of the Contract will not affect Sections 3, 4, 5, 6, 8, 9, and 11 herein, which shall survive any such termination.
9. Non-Analysis, Intellectual Property, and Confidential or Proprietary Information. (a) Buyer agrees that Products are being purchased for, and will be used in connection with end use applications only, and that Buyer will not test or analyze the Products, or furnish Products to any third party for testing, analysis, or any other purpose without the written consent of Seller. (b) Except as necessary for the use of Products by Buyer, Buyer does not acquire any ownership or other interest or license under any intellectual property rights of Seller under this Contract, and shall not use any of Seller's trade names, trademarks, or other intellectual property rights in any manner except as authorized by Seller in writing (c) Information disclosed to Buyer by Seller, including but not limited to technical information, know how, business or other information not generally known to the public which in any way relates to Products or the business of Seller or its affiliates (collectively, "Confidential Information,"), shall remain Seller's property. Buyer shall maintain in confidence and safeguard all Confidential Information, which shall be used only for conducting business with Seller as contemplated by this Contract. (d) Buyer will not divulge Confidential Information to any third party (e) Buyer shall restrict disclosures of any Confidential Information to only those Buyer employees who have a need to know and who are bound to obligations of confidentiality consistent with this Contract. Upon completion or termination of this Contract or upon request of Seller, Buyer shall return or destroy all materials other than Product incorporating any such Confidential Information, and notify Seller in writing that it has done so.
10. Advice or Assistance. (a) Use of or reliance upon Seller's recommendations or advice as to use of Products shall be at Buyer's risk. SELLER'S SOLE LIABILITY WITH RESPECT TO USE OF THE PRODUCTS BY BUYER IS SET FORTH IN SECTION 5 HEREOF.
11. Health and Safety at Work. (a) Seller maintains and makes freely available product safety data information. If such information has not been previously received by Buyer, Buyer should request it. (b) Buyer shall ensure that all Products are safely, lawfully, and properly received, stored, maintained, used or applied by Buyer, and that all appropriate safety information (whether supplied by Seller, Buyer or others) is properly communicated to employees, customers, and all others (including Buyer's employees) who require it for the safe handling or use of the Products.
12. Return of PRODUCT for any reason whatsoever shall require prior written approval of SELLER.
13. Miscellaneous. (a) Seller has complied with any requirements of the Fair Labor Standards laws or applicable Executive Orders concerning equal employment opportunity (b) Buyer agrees that Products will not be diverted, transhipped, exported, or re-exported to any country whatsoever, except in accordance with applicable United States export laws and regulations. In the event that any right to drawback exists, the party who paid or is obligated to pay the tariff, tax, or fee subject to the drawback (s) shall be entitled to the right thereto and the other party shall supply and execute all documents as necessary to assist in the exercise of such right (c) Buyer may not assign its rights hereunder without Seller's prior written consent (d) All notices shall be in writing and shall be deemed to have been duly given (i) on the date of personal delivery, or (ii) on the date of delivery to an internationally recognized courier service, addressed to Buyer's or Seller's address with proof of delivery requested. (e) If any terms hereof are held invalid or unenforceable, the remaining terms and conditions shall not be affected. (f) Governing law shall be Tennessee law and disputes shall be resolved in courts of appropriate jurisdiction located within Tennessee (g) Send all communications or notices to Seller to: Akzo Nobel Coatings, Inc., 20 Culvert Street, Nashville TN 37120.