

TERMS AND CONDITIONS

GENERAL: Orders are subject to written acceptance at American Bronze Craft, Inc., Indianapolis, Indiana.

PRICES: Prices and discounts are subject to change without notice.

TERMS: Net 30 days from date of invoice. Invoices over 30 days are subject to 1 1/2% interest charge per month, (18% Annum). Any collection, court, or attorney's fees and/or costs may be added to any delinquent account. Payments must accompany all orders unless an open account has been established with us. If an order is received without payment and an open account has not yet been established, then the order WILL NOT be processed until payment is received.

CREDIT APPROVAL: Shipments and deliveries shall at times be subject to the approval of Seller's credit department.

TRANSIT DAMAGE: If Buyer accepts delivery of an order, it is the Buyer's responsibility to obtain proper paperwork from the carrier in order to file a claim if it is determined the order was damaged in transit.

CLAIMS: Claims for errors, shortages or defective goods must be made within five days after receipt of material. Carriers are responsible for goods lost or damaged in shipment.

Shipping companies have strict guidelines to follow when filling a claim against them. Please remember to do the following with all packages received from American Bronze Craft:

- A. Inspect package and contents of package upon receipt. (Damage claims must be made within 5 days.)
- B. If damaged merchandise is received without the package being damaged, please keep the package.
- C. In ALL instances where something has been damaged notify American Bronze Craft at 1-501-729-3018 immediately. *Please let us know if there is to be a special place, time, and/or person to contact at the time the pickup is to be made.

****This also applies to normal pickups for other reasons.***

By following the above steps we should be able to get the damaged merchandise taken care of in a timely manner.

TAXES: Prices do not include local, state or federal sales tax. All orders are subject to addition of applicable taxes.

TRANSPORTATION ALLOWANCES: Freight is allowed to points in the normal free delivery zones of the designation freight station or point of export in the Continental U.S.A., excluding Alaska and Hawaii. The allowable freight charge will be computed on the basis of the lowest cost method of transportation. When Purchaser specifies routing or method of shipment which is more expensive than Seller's normal routing or method, the difference in freight costs will be prepaid and charged.

PATTERNS AND TOOLS: Charges for special patterns do not convey the right to remove them from our plant.

TERMS AND CONDITIONS (continued)

***RETURNED MATERIAL:** Permission in writing must be obtained from the factory for the return of any material, defective or otherwise. Material should be identified with purchase order number and date, and reason for return. When returning material for **CREDIT please** be sure to include with material a copy of the invoice and a memo as to the reason it is being returned.*

ALL RETURNS SHOULD BE SHIPPED TO THE FOUNDRY IN JUDSONIA, ARKANSAS

**American Bronze Craft
1211 N. First Street
Judsonia, AR 72081**

***This includes ALL SCROLLS.**

DELAY: The Seller shall be excused for any delay in performance due to acts of God, war, riots, embargoes, acts of civil or military authorities, fires, floods, accidents, quarantine restrictions, mill conditions, strikes, differences with workmen, delays in transportation, shortage of cars, fuel, labor or materials, or any cause beyond the reasonable control of the Seller.

CONDITIONS EXCLUSIVE: No terms and conditions, other than those stated herein, and no other understanding in any way modifying the terms and conditions herein stated, shall be binding upon the Seller unless hereafter made in writing and signed by an authorized executive officer.

***ALL MEMORIALS, PLAQUES AND SCROLLS RETURNED FOR CREDIT, CORRECTION OR REPAIR, SHOULD BE SHIPPED TO THE PLANT IN JUDSONIA, ARKANSAS:**

**American Bronze Craft
1211 N. First St.
Judsonia, AR 72081**

ORDER CHANGES/CANCELLATIONS/LOST IN TRANSIT CLAIMS

All changes made after five (5) working days from the date of a mailed acknowledgment and 48 hours for a faxed acknowledgment are subject to material and labor charges. All cancellations are subject to material and labor charges up to the time of cancellation.

Charges are based on a percentage of the selling price at various stages of completion:

Set-up	Foundry	Final Inspection
15%	25%	50%

It is recommended that acknowledgments be carefully proofed upon receipt. Claims for orders lost in transit must be made within six months from ship date.

American Bronze Craft

Certificate of Warranty

YOUR selection of an American Bronze Craft Memorial is a decision in devotion that will grow in meaning with the passing hours of time. The grandeur of eternal bronze will honor your family name forever and serve as a link to all of life's happiest years. In selecting your Memorial, you have chosen a magnificent expression of tenderest thought and deepest loyalties.

AMERICAN BRONZE CRAFT certifies to the Cemetery and to you, the lot owner, as ultimate purchaser:

1. That the casting is dimensionally correct within normal tolerances and free from all weakening defects of any nature.
2. That the background is of appropriate sculptured texture, finished in a statuary bronze color secured by a protective toning process to provide a lasting contrast with the highlighted areas.
3. That all letters, numerals, ornamentation and insignia are hand chased, finely buffed and highlighted.
4. That only the highest quality finishes have been used. However, while the bronze itself will withstand steady weathering without deterioration, all finishes are affected by the environment and so cannot be guaranteed. Instead, oxidation will cause high-quality bronze to gradually replace the man-made finish with a soft, natural patina of the bronzes of ancient Greece and Rome.
5. That the Bronze Alloy used in creating the memorial shall consist of:

Not less than.....	87% Copper
Not less than.....	5% Tin
Not more than.....	2 1/2 % Lead
Not less than.....	5% Zinc
All other elements in total not to exceed.....	1%

THROUGH a combination of superb materials and the skill of experienced craftsmen, your Bronze Memorial is designed and created to hold forever the name it so reverently bears. This is our pledge to you.

AMERICAN BRONZE CRAFT

Robert E. Nelms

Robert E. Nelms, President