

STANDARD TERMS & CONDITIONS

- 1) **Definitions:** "Seller" shall refer to Southern Dock Products, The Overhead Door Company of Austin, Just-Rite Equipment, Lavalley Overhead Door, The Overhead Door Company of New Orleans, The Overhead Door Company of South Florida and JB Mathews Equipment, The Best Door Company, American Roll-Up Door, Passport Dock and Door and affiliates. "Purchaser" shall refer to customer ordering product or service Southern Dock Products, The Overhead Door Company of Austin, Just-Rite Equipment, Lavalley Overhead Door, The Overhead Door Company of New Orleans, The Overhead Door Company of South Florida and JB Mathews Equipment, The Best Door Company, American Roll-Up Door, Passport Dock and Door and affiliates. "Supplier" shall refer to manufacturer of equipment or parts proposed. Unless specifically referenced in writing otherwise, these terms and conditions shall apply to all orders placed with Seller.
- 2) **Payment:** Equipment and Installation Terms: Net 20 days from date of invoice. Service Terms: Net 10 days from date of invoice.
- 3) **Prices:** The prices quoted herein for all products and services are good for 30 days from the date of this proposal and are based on delivery and installation within 60 days. All prices quoted include material, freight, mechanical installation, and sales tax. Unit pricing is based on the quantities specified. Additions or deletions may affect unit pricing.
- 4) **Delivery:** All dates specified, if any, are estimates and Seller shall in no event be held liable for delays caused by delays in transportation, manufacturer delays, labor disputes, acts of God, or any event beyond Seller's control.
- 5) **Warranties:** Unless otherwise agreed in writing, Seller will extend to the Purchaser any warranty for finished goods offered by Supplier. That warranty and all associated limitations of liability shall control Purchaser's rights. Seller disclaims any other express warranties, including but not limited to, any implied warranty of merchantability or fitness for a particular purpose. In the event of material defects covered by Supplier's warranty, the Supplier at its sole discretion will remedy such defects by repairing or replacing defective equipment or parts.
A 60-day service warranty shall apply to all service labor (excluding parts). In the event of defects in workmanship brought to Supplier's attention during this warranty period, Seller shall remedy defects with necessary repairs during normal business hours. Follow up repairs requested after this service warranty period has expired will be the responsibility of the Purchaser.
Purchaser's responsibility includes cleaning, maintaining, proper use, etc. Any deficiency caused by a failure to follow Supplier's guidelines for usage and upkeep will not be covered under any warranty, regardless of the timeframe of the service request.
- 6) **Photographs:** Seller reserves the right to photograph the work site prior to work beginning, during the installation phase, and at the completion of the project. All photographs will include only products which Seller has installed.
- 7) **Permits & Testing:** All permits, licenses, and fees are excluded and are the responsibility of the Purchaser. Interpretation of building fire codes is the responsibility of the Purchaser. Any special training, badging, background checks or substance abuse testing which may be required for a specific project is not included in proposal unless otherwise specified
- 8) **Bonds:** Pricing does not include costs for payment and performance bonds (if required).
- 9) **Limitation of Liability:** Neither Seller nor any Supplier whose products are the subject of this transaction, shall in any event be liable for any loss of use of any equipment or incidental or consequential damage of any kind whether for breach of warranty, negligence or strict liability.
- 10) **Cancellation Charges:** Orders may be cancelled by the Purchaser only upon prior agreement in writing by both the Seller and the Purchaser, and in the event of such agreement, the cancellation is subject to proper and reasonable charge based on type of material and status of the order at the Supplier's factory.
 - a. If standard equipment is cancelled before shipment, Purchaser will be invoice 25% of the purchase price.
 - b. If standard equipment is cancelled after shipment but before installation, Purchaser will be invoiced 50% of the purchase price plus cost of all freight & handling charges.

- c. If special equipment is cancelled before manufacturing, Purchaser will be invoiced 25% of the purchase price.
- d. If special equipment is cancelled during manufacturing, Purchaser will be invoiced 70% of the purchase price.
- e. If special equipment is cancelled after manufacturing or shipment, Purchaser will be invoiced 100% of the purchase price plus all freight and handling charges. No returns for special equipment after shipment.

* Special equipment is defined as equipment or products manufactured by a signed submittal process. All other equipment is considered standard equipment.