

# PORVENE DOORS - GENERAL TERMS & CONDITIONS

1. Buyer has read and understands all of the Provisions set forth in the Agreement to which these Terms and Conditions are attached, including any Exhibits thereto, and agrees that all Provisions and Exhibits are a part of this Agreement and are binding on Buyer.
2. If the Buyer under this agreement is a contractor and job described herein is not awarded to him, this agreement shall be void.
3. Material sales shall not be subject to retentions of any kind.
4. In the event suit is filed to enforce this agreement, the losing party shall pay to the prevailing party reasonable attorney's fees and court costs.
5. Additional charges will be made for service requiring premium pay to Seller's employees.
6. All accounts past due 45 days after the date of invoice will be placed on credit hold. 60 days after the date of invoice, Seller reserves the right to charge interest at the rate of 1.66% per month, or fraction thereof, on such accounts.
7. If any term, condition or covenant of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this agreement shall be valid and binding on the Buyers and Seller.
8. Seller's waiver of any term, condition or covenant, or of Buyer's breach of any term, condition or covenant, shall not constitute the waiver of any other term, condition or covenant or of the breach of any other term, condition or covenant.
9. Except as otherwise expressly stated, all deliveries are to be made FOB Seller's plant, and all risk of loss or damage shall pass to Buyer immediately upon carrier's receipt of the materials.
10. If materials are to be delivered by Seller, Seller agrees to make truck delivery at curb unless otherwise ordered by Buyer and then only to points accessible to Seller's truck. If materials are required to be dumped on street, Buyer must first secure permit to do so. In the event Buyer orders delivery beyond curblines, Seller does not assume liability for damage to sidewalks, driveway or other property, and Buyer hereby agrees to indemnify and hold Seller harmless against all liability (including, but not limited to, reasonable attorney fees) and damage to the Seller's truck and/or equipment resulting from any cause whatever during the process of delivery on the work site. It is the Buyer's responsibility to provide unobstructed access to the delivery point. Access limited by physical obstructions, public demonstrations, picket line activity, or any other condition that may hinder delivery, will grant Seller the right to suspend or terminate deliveries. Buyer shall be responsible to pay for any and all materials attempted to be delivered hereunder which are not delivered because of Buyer's failure to provide unobstructed access to the delivery point. Buyer agrees to give Seller delivery instructions within a reasonable time before delivery is to be made. Seller will use reasonable efforts to make deliveries promptly when requested; however, Seller assumes no liability to Buyer for any damages resulting in any way from delayed deliveries. Buyer will be liable to Seller for costs incurred by Seller due to cancellation or job set backs on previously ordered materials. Prices quoted are based on truck delivery to any point on the jobsite readily and safely accessible to our trucks. Seller reserves the right to stop deliveries if job conditions are unsafe or injurious to Seller's trucks, equipment or personnel.
11. Seller's performance shall be suspended during periods when such performance is made impossible or impracticable by reason of the existence of a force majeure (including, but not limited to, any cause beyond the control of Seller such as acts of God or of the public enemy, war, insurrection, mob violence, civil commotion or riots, shortage of labor or material, fires, strikes, lockouts, labor difficulties, earthquakes, typhoons, embargoes, floods, delays by carriers, orders, rules or regulations of any governmental authorities, the imposition of gas rationing or the unavailability of regulation of sources of energy or materials.)
12. This offer to supply materials and services is contingent upon approval of Seller's credit department and Seller's satisfaction that prompt payment will be made in accordance with the terms of the sale contained herein and Seller reserves the right to demand a bond or other evidence of ability to make payment. Further, Seller reserves the right to suspend deliveries and/or services hereunder and/or terminate and cancel this agreement, either before or during performance, if there is a reasonable doubt that Buyer is or will be able to pay his debts as they mature.
13. It is a condition precedent to Seller's duty to perform hereunder that Buyer pay promptly all sums required hereunder when the same are due, and failure to make such payments shall constitute a material breach of this agreement and shall authorize Seller, in addition to any other remedies which Seller has at law or equity, to cease all further work or deliveries and Seller may recover for a breach of the entire agreement.
14. It is agreed that when the Buyer issues his own purchase order or subcontract for materials, such purchase orders or subcontracts are accepted by Seller subject to these Terms and Conditions, which are hereby incorporated into any such purchase orders issued by Buyer, unless otherwise specified on the face of this proposal. These Terms and Conditions shall prevail in the event of a conflict between the language hereof and any language contained in Buyer's purchase orders or other documentation.
15. It is understood and agreed that the Seller shall have no obligation to pay for designing, testing, inspecting or any other procedure in connection with any materials furnished hereunder by Seller which is not performed by Seller's personnel or contracted directly by Seller. Seller accepts no responsibility for any service so performed and specifically disclaims responsibility for the performance of materials designed, tested or inspected by others.
16. Buyer acknowledges that it has received copies of Seller's standard warranty for the goods purchased. **Other than as described in such express warranties, Seller expressly disclaims any and all warranties, including but not limited to the warranties of merchantability and fitness for intended purpose.**
17. Buyer's exceptions and claims shall be deemed waived unless made to the undersigned **both** verbally within 24 hours **and** in writing within 10 days after delivery of materials. When so made, Seller shall be given reasonable opportunity to investigate same. Seller's liability under this agreement shall in no event exceed the purchase price of the material against which claim is made.
18. Buyer accepts full responsibility relating to the description of the materials ordered hereunder. Buyer understands and agrees that Seller has not reviewed any plans or specifications relating to the project in which the materials are to be used and Buyer accepts full responsibility for insuring that the description of the product being ordered on the face hereof complies with all plans and specifications required for the project.
19. This agreement contains the entire agreement between Buyer and Seller relating to the project and the provisions of services to the project. Any prior agreements, promises, negotiations or representations not expressly set forth in this agreement are of no force or effect. Subsequent modifications to this agreement must be in writing and signed by both Buyer and Seller in order to be enforceable.