

# CONDITIONS OF SALE

1. CONFORMANCE TO REGULATIONS - Manufacture, shipment and delivery are subject to any prohibition, restriction, priority, allocation regulation or condition imposed by or on behalf of the United States of America which may prevent or interfere with fulfillment of this order.
2. SELLER'S ACCEPTANCE - Until accepted in writing on this form by Republic Doors and Frames ("Seller"), Buyer's order shall constitute an offer to purchase; when so accepted by Seller, this form shall constitute the entire contract between the parties [and Seller shall not be bound by any terms, conditions, representations, or warranties, express or implied, except as state herein]. It is understood by the parties, and Buyer hereby agrees, that no term or condition contained in any order submitted by Buyer which is inconsistent with, additional to or different from the terms and conditions stated herein shall be binding on Seller unless Specifically agreed to by Seller in a written acknowledgment or acceptance; unless Seller specifically so agrees, any inconsistent, additional or different terms or conditions appearing in any order submitted by Buyer shall be deemed waived by Buyer. Receipt by Buyer of Seller's acceptance of goods without prompt objection to the terms and conditions herein set forth shall constitute acceptance by Buyer of such terms and conditions. It is understood that Seller's acceptance of Buyer's order is subject to credit approval.
3. GENERAL CONTRACT - Seller shall not be bound by the provisions of any contract and related documents governing the general construction requirements except for that portion of the specifications, unless modified in Seller's Acknowledgment, which describes the scope of Sellers work.
4. DELAY - In no event shall Seller be liable for any claims for any consequential or any other damages resulting from failure or delay in delivery of material and/or field labor (if field labor is included as part of this order). Seller will endeavor to ship promptly and to make delivery on the date requested on the front hereof; however, time is not of the essence. It is understood that Seller cannot guarantee any time for delivery; that delivery to the initial carrier shall constitute delivery to Buyer; that Seller's responsibility ceases upon delivery in good order to such carrier; and that all goods are shipped at Buyer's risk. In any event, Seller will not be liable for any delay or failure in delivery or shipment of goods or for any default or failure to perform this contract, or for any damages suffered by reason thereof, when such delay, failure or default is directly or indirectly due to accident (in manufacture or otherwise), fire, flood, riot, war, embargo, labor dispute or stoppage, inadequate transportation, shortage of material or supplies, delay or default on the part of the Seller's vendor, regulation by any governmental authority or any like or dissimilar cause beyond Seller's control. In the event of the occurrence of any such cause or contingency, Seller may extend the delivery schedule of this contract for the duration of such cause or contingency or, at its option, cancel this contract in whole or in part without liability.
5. PARTIAL DELIVERY - Partial delivery shall be accepted by the Buyer and paid for at the price and on the terms herein stated. Any partial delivery of merchandise hereunder, whether or not provided for herein, shall constitute a separate sale, and payment therefor shall be separately made when due.
6. CLAIMS - Claim for errors, deficiencies or imperfections or delay not covered by Section 3 above will not be considered unless made in writing within 30 days after receipt of material. Seller, at its option, will replace or repair such materials as proven defective, or to allow for credit for their return. Seller will not accept the return of materials for credit or replacement without its previous written authority for such return. If materials appear defective, Buyer should discontinue their use and notify Seller Promptly so that Seller may investigate. Seller will not allow any claim for labor or expense occasioned by the use of defective materials, nor be responsible for damages beyond Seller's price of the defective material. Seller shall not be liable for any claims for consequential damages whether founded in contract or in tort. Risk of loss involving materials should be F.O.B. shipping point, even though transportation costs may be included in price. Risk of loss shall be borne by Buyer and Buyer shall pursue claims with the carrier in the event of loss or damage in transit. Seller shall not be liable for liquidated damages. Expenses in connection with detention of carrier's equipment at destination shall be for the account of Buyer. The remedies to Buyer hereunder are exclusive.
7. INDEMNIFICATION - Seller's obligation to indemnify Buyer for any cause, except for patent infringement as provided in this Acknowledgment shall be limited to the established sole negligent acts of Seller's agents and employees.
8. CANCELLATION - After acceptance of Seller, this contract may not be canceled or modified, or releases hereunder held be Buyer after the order is in process, except by Seller's written agreement. If any cancellation or modification is agreed to by Seller, Buyer will promptly pay all reasonable engineering and other expenses incurred by Seller prior to its agreement to such cancellation or to be incurred by Seller in connection with such modification.
9. PAYMENT TERMS - The terms of payment specified on the front hereof shall be subject to change or limitation by Seller at any time either before or after delivery of any part of the goods under this contract, and Seller may demand payment in cash before delivery. Delivery may be withheld or shipment stopped in transit on an accepted order without any liability on the part of the Seller if, in the Seller's opinion, Buyer's ability to pay for the goods on the terms and conditions stated herein is in doubt.
10. LIENS - Seller shall not be required to waive its right of Mechanic's Lien in advance of payment.
11. TAXES - Any tax, excise, duty or other governmental charge, whether federal, state, municipal or foreign, now or hereafter levied upon the manufacture, sales, use of shipment of goods contracted for or sold hereunder will be charged to and paid for by Buyer. Tax exemption certificates acceptable to such taxing authorities will be accepted in lieu of such payment.
12. SELLER'S OPTIONS - If Buyer shall fail to make payments on this or any other order in accordance with Seller's terms, or if Seller shall have any doubt as to Buyer's responsibility, Seller may suspend performance hereunder, except upon receipt of security satisfactory to Seller.
13. COLLECTION - In the event Seller is forced to place the Buyer's account for collection, Buyer agrees to pay all reasonable costs of collection including, but not limited to, reasonable attorney's fees and court costs.
14. QUANTITY, WEIGHT AND SIZE - Material, unless otherwise provided shall be invoiced in accordance with Seller's published schedules of weights, areas, bundles and standard lengths, which invoicing shall govern settlement in absence of a contrary showing.
15. SHOP PAINT - Where a shop coat of paint is specified, it shall mean one temporary protective cost of Seller's standard shop paint and no special treatment, field or permanent painting of any kind is included unless expressly stated on the face hereof.
16. CHANGES IN WORK - Subsequent changes in the scope of the work required of seller shall be subject to any adjustment in price to be agreed upon by Buyer and Seller prior to any obligation of Seller for such changes, and such adjustment shall not be affected by the decision of third parties.
17. LITERATURE AND DESIGN - Material unless otherwise provided shall be in accord with Seller's literature, unless modified in the interest of improvement, in which event it shall be deemed in accord with such literature. Seller assumes no responsibility for design prepared by others.
18. TRANSPORTATION ADJUSTMENT - When the price includes transportation it shall be adjusted to the increase or decrease in transportation rates at the time of shipment with rates at date this order is acknowledged.
19. INSPECTING AND TESTING - Seller shall not be liable for inspecting and testing charges unless expressly stated on the face hereof.
20. PATENTS - Seller shall indemnify and save harmless Buyer from any judgement for damages and cost which may be rendered against Buyer in any suit brought against Buyer on account of the infringement by the materials, per se, supplied by Seller hereunder of any United States patent, provided prompt written notice be given Seller of the bringing of any such suit and an opportunity be given Seller to settle or defend the same as United may see fit, provided further that every reasonable assistance which Seller may require in defending any such suit be rendered to Seller by Buyer, the forgoing states the entire liability of Seller to Buyer for patent infringement.
21. APPROVAL OF DRAWINGS - If Seller prepares drawings or placing details, approval thereof by the Buyer or his representative or the representative of the owner of the project for which Seller's materials are regarded as a final interpretation of all other documents, with respect to such drawings or details, and constitute authority for Seller to furnish material in accordance with those drawings or details.
22. DESIGN SAFETY FACTOR - Buyer agrees to any design safety factor provided in the products covered by this transaction is to accommodate variations in the properties of materials, manufacturing and operating conditions, and design assumptions, and under no condition should be considered as implying authorization for or protection against loads on such products which exceed the design limits.
23. COLLATERAL MATERIALS AND LABOR - This order does not include: collateral steel for fastening such material, ornamental iron, anchor bolts, glass, putty, glazing, glass cleaning, field painting, grouting, pointing, caulking, or any other material or labor unless expressly stated on the face hereof.
24. ARBITRATION - Neither Buyer or Seller shall be required to submit to arbitration in the event of any dispute unless Buyer and Seller shall agree in writing hereto at the time of such dispute, and arbitration is not to be a condition precedent, except by mutual agreement of the parties in writing, to the right of legal action by either part.
25. WARRANTY - Seller warrants to Buyer that it will, at its option and in its sole discretion, furnish F.O.B. McKenzie, TN (or other point of origin), a replacement for, repair, or refund the purchase price to Buyer of any goods of its manufacture or part or portion thereof proved to its satisfaction to be defective in workmanship for material under normal use and service within one year (365 days) from the date of delivery to such Buyer, provided that notice of such defect is given to Seller within such one year (365 days) period. Seller makes no warranty with respect to items on the reverse side here of supplied to Buyer by Seller but manufactured by others, except to the extent of any warranty given to Seller by such others. Buyer further agrees that Seller is not responsible for any other conditions over which Seller has no control. In no case shall Seller be liable for consequential damages arising from breach of any of the foregoing warranties. THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, AND SELLER WILL NOT BE RESPONSIBLE FOR ANY DAMAGES WHATSOEVER, OR FOR ANY LABOR, TRANSPORTATION OR OTHER COSTS OR EXPENSES RELATING TO SUCH REPLACEMENT OR SUCH REPAIR, INCLUDING ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. This Warranty is for Buyer's exclusive benefit and is not assignable or transferable, nor is Buyer permitted to present to its customer, or any third party, that it may rely on the Warranty.

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