

TERMS

This agreement constitutes the complete agreement between Buyer and Functional Fenestration Inc. (Seller). All terms and conditions heretofore or hereafter contained in Buyer's purchase orders or elsewhere which are different in any way from terms contained herein are hereby objected to and shall not be binding by Seller. Seller's acceptance of any order is expressly conditioned upon Buyer's assent to the terms and conditions of sale set forth herein.

Sales are limited to window and door manufacturers and retailers. While direct sales are not extended to architects, general contractors, designers or homeowners, we are happy to give referrals to authorized dealers. A minimum order level requirement is set by seller and subject to change without notice.

No orders will be invoiced for less than \$50.00 plus shipping. Except as otherwise provided, terms are C.O.D. by cashier's check or company check at the sole discretion of Seller. Credit accounts are extended to regular purchasers only, and based upon Seller's approval of Buyer's credit application. **Credit terms are net thirty (30) from date of Seller's invoice** and cannot be altered unless otherwise agreed in writing and signed by Seller. Inactive or past due credit accounts' credit terms may, at Seller's option, be revoked. Credit is extended solely for the purpose of convenience to Buyer and is not to be construed as "extended credit" or "financing". Seller reserves the right to refuse orders and is not bound to sell to a Buyer for any reason which in their sole discretion seems appropriate.

PAYMENT

Seller reserves the right to require a deposit in advance of shipment. For any amount not paid when due, Buyer shall pay a late charge from the due date to the date of actual payment of 18% per annum (or such rate as may be the maximum permitted by law).

Each check returned to Seller for NSF will be charged a fee of \$30.00 payable by cashier's check immediately which must include the dollar amount of the returned check. Thereafter, Buyer's terms will be cashier's check only and no company or personal checks will then be accepted. Any payment received by Seller from Buyer may be applied by Seller against any obligation owing by Buyer to Seller regardless of any statement. Seller reserves the right to put Buyer on C.O.D. terms for any reason.

PRICES

All prices are subject to change without notice and are not guaranteed.

TAXES

It is Buyer's responsibility to supply a California Certificate of Resale (CCR) number to Seller. In compliance with California State laws, orders placed without a CCR number on file at date of order will be charged California Sales Tax from point of

shipment.

FREIGHT

All goods are shipped F.O.B. Hawthorne, CA.
Will call service is not available.

QUOTATIONS

Quotes are based on market conditions and are subject to acceptance within 30 days from date of quote unless otherwise specified in writing by Seller. Any details or other necessary information furnished thereafter will be re-quoted on the basis of prevailing conditions. Quotes are subject to revisions and/or cancellations should conditions warrant. Terms on quotes may differ depending on the quote. Seller relies upon technical information supplied by the manufacturer and is not liable for inaccuracies.

CHANGED ORDERS

Changes to an order must be requested in writing by Buyer and confirmed in writing by Seller. Shipping date and terms may be affected when order is changed. **Changes may not be made to processed orders. Custom and non-stock orders may not be cancelled after being placed with the manufacturer and may require a non-refundable deposit.**

CLAIMS/SHORTAGES

Defects, shortages, or error claims must be reported to Seller in writing within 5 business days of receipt (reference original packing slip number). For bonafide claims, at Seller's option, goods will either be replaced or original cost credited.

In all instances, **Seller's liability is limited to Buyer's purchase price.** Failure of Buyer to comply with this notice requirement shall constitute irrevocable acceptance of goods supplied and shall bind Buyer to pay Seller the full price of such goods. It is Buyer's sole discretion to accept delivery of damaged boxes. After acceptance, all damage claims must be handled by Buyer directly with delivery company.

RETURNED GOODS AUTHORIZATION (RGA)

Authorization is required in advance for all goods to be returned to Seller. Authorization will be granted in all cases of defective product or incorrect shipment due to an error on Seller's part. Merchandise must be received by Seller within 30 days of date of authorization. Seller may, at its sole discretion, authorize the return of goods for other reasons, subject to a 25% restocking charge.

Goods held over 60 days may be returned at Seller's discretion, subject to a **minimum** restocking charge of 50%. All returns are subject to inspection and receipt by seller in good condition in original packaging. **Custom and non-stock merchandise may not be returned for credit.**

WARRANTIES

Seller recognizes factory warranties only. No implied or expressed warranties are enforceable against or made by Seller.