

These terms and conditions ("Terms") constitute the complete and final agreement and understanding between purchaser ("Buyer") and Automated Fenestration Inc., a California corporation ("Seller", or "AFI"). Seller's acceptance of any order is expressly conditioned upon Buyer's agreement to the Terms. Seller retains the right to modify these Terms and Conditions at any time, and any such modification shall be effective for all Buyers when adopted by Seller and published at www.automatedfenestration.com.

TERMS: Minimum order requirement is \$50 plus shipping. Payment may be made with: company check, credit card, cashier's check or wire transfer—at the sole discretion of Seller. Company checks are accepted with approval of AFI.

QUOTES, ORDER ACKNOWLEDGEMENTS, LEAD TIMES: Written price quotes are based on market conditions and are guaranteed for 30 days. Pricing and availability of products is subject to change without notice. In-stock products are reserved for a Buyer only after a Purchase Order (PO) number is given and price is confirmed by Order Acknowledgement. Purchase Orders that are confirmed and/or processed for shipment cannot be changed. Standard turnaround time is 24-48 hours (1-2 business days) from Order Acknowledgement to shipment for instock items. More time may be required for special requests or packaging. Expedited requests may be subject to an additional fee. AFI can give estimated lead time for non-stock products; AFI does not guarantee backorder delivery time, assumes no liability for delays, and makes no representations or promises regarding such times.

SPECIAL ORDERS: Products designated by Seller as special order require a minimum 50% non-refundable deposit or full prepayment. Special orders cannot be cancelled after PO is accepted or the order is placed with the manufacturer.

PAYMENT: Written price quotes are based on market conditions and guaranteed for 30 days. Product pricing and availability is subject to change without notice. Products are reserved for Buyer only after a Purchase Order (PO) number is given; price is confirmed by Order Acknowledgement and AFI's receipt of a non-refundable 50% down payment. Purchase Orders that are confirmed and/or processed for shipment cannot be changed. AFI can give estimated lead time for project products; AFI does not guarantee backorder delivery time, assumes no liability for delays, and makes no representations or promises regarding such times. Upon receipt from the vendor of the project's products, the remaining 50% payment is due before the project can be delivered.

CA SALES TAX: Buyers in California may supply a signed California Certificate of Resale (CCR) to Seller. In compliance with California State laws, all orders placed without a CCR on file at the date of order will be charged Sales Tax from point of shipment.

FREIGHT: Goods are shipped F.O.B. (Free On Board) from Hawthorne, CA. Buyer assumes risk of loss and costs of shipment after goods are transferred to common carrier. AFI will select FedEx or another common freight carrier, unless otherwise directed by Buyer. If Buyer has special packing and shipping requests, those must be stated in writing when PO approval is given, and are subject to Seller's approval. Will Call service is by appointment only, and subject to restrictions. AFI showroom is by appointment only. Local Delivery Service in Southern California is offered by appointment, and subject to availability.

CLAIMS/SHORTAGES: Defects, shortages, or error claims must be reported to Seller in writing within 5 business days of receipt of goods, and include original packing slip number. All returned products are subject to inspection and confirmation of use according to manufacturer's recommendations before warranty is honored. Seller retains the option to replace products or credit original cost. Seller's liability is limited to Buyer's purchase price excluding shipping

RETURN MATERIALS AUTHORIZATION (RMA): Seller's authorization is required in advance for all goods to be returned to Seller in the form of an RMA Acknowledgement. An RMA will be granted if defective product or order mistake is confirmed by Seller. Merchandise must be received by Seller within 30 days of date of AFI's authorization and issuance of RMA. Seller, at its discretion, may authorize return of products for other reasons, subject to a minimum 25% restocking charge. Goods held over 60 days may be returned only at Seller's discretion, subject to a minimum 50% restocking charge. Goods will not be accepted for return after 90 days from the invoice date, with exception of warranty claims. All returns are subject to inspection and receipt by Seller in good condition in original packaging. Special order (custom manufactured or nonstock) products may not be returned.

WARRANTIES: Seller honors manufacturer warranties only. Seller disclaims all other warranties whether expressed or implied, including any implied warranty of merchantability.

INDEMNITY & LIMITATION OF LIABILITY: Indemnification of Seller - Buyer agrees to indemnify and hold Seller harmless from any claim, award, liability, expense, judgment, or other cost including reasonable attorneys' fees and cost of suit, for any matter arising from or relating to Buyer's purchase, installation, re-sale or use of products to the extent allowable by law. Buyer expressly understands and agrees that Seller and its affiliates, employees, agents, and partners shall not be liable for any direct, indirect, incidental, special, exemplary, consequential, or punitive damages of any kind including loss of profits, goodwill, use, or intangible losses resulting from use, or inability to use, products or services, the cost of procurement of substitute goods and services, labor that may be required for the replacement of said product, whether for breach of warranty, negligence, on the basis of strict liability, or for any other reason to the fullest extent allowable by law. The sole forum for any disputes arising from these terms and conditions shall be California Superior Court for the County of Los Angeles. Costs related to omissions and changes to a project are the responsibility of the ordering party.

All AFI actuators and controls are fully tested and documented before shipment. Installation of AFI actuators, controls and connection to Building Management Systems are the sole responsibility of third parties. Wiring diagrams are suggestions based upon AFI's experience but are superceded by local electrical codes. AFI recommends that any wiring installation be performed by a local, licensed electrician. Telephonic assistance is available. Jobsite consultation is available at additional cost. It is the sole responsibility of the installer to follow the instructions enclosed with all actuators and controls. Failure to do so voids the product warranty. The cost of repair and assistance is borne by others and not AFI.

Quotations and orders for actuators, controllers, power supplies, and switches per the preliminary review of the window automation system needed for the named project. Groupings, locations, and quantities may change per customer request. All quotes list components only and do not include system layout, installation or shop drawings. Availability of product can range from 8-14 weeks, depending on unit quantities. Please ask Automated Fenestration Inc. (AFI) for any additional information that is needed. AFI provides actuators and control products that offer a complete custom UL solution. In addition, AFI provides customized project layouts, instructions and suggested wiring diagrams.

All AFI actuators and controls are fully tested and documented before shipment per the project requirements. Installation of AFI actuators, controls and connection to Building Management Systems are not within AFI's scope of work and are the sole responsibility of third parties. Wiring diagrams are suggestions based upon AFI's experience but are superseded by local electrical codes. AFI recommends that any wiring installation be performed by a local, licensed electrician. It is the sole responsibility of the installer to follow the instructions enclosed with all actuators and controls. Failure to do so voids the product warranty.

AFI is solely a components supplier and at no time accepts the responsibility of, nor acts as, a sub-contractor. Telephonic assistance is available. Jobsite consultation is available at additional cost. The cost of repair and assistance is borne by others and not AFI. Any revisions or service requests are only accepted via a signed AFI Change Order. Any and all costs related to commissioning, omissions, back charges and changes to a project are the sole responsibility of the ordering party.

A 50% down-payment deposit required on all automation projects. Remaining balance plus freight costs are due prior to shipping/delivery.