

These terms and conditions ("Terms") constitute the complete and final agreement and understanding between purchaser ("Buyer") and Functional Fenestration Inc., a California corporation ("Seller", or "FFI"). 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.fenestration.net](http://www.fenestration.net).

**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 FFI. Credit account terms are net thirty (30) from the date of Seller's invoice. Any alterations must be in writing and signed by Seller. Seller reserves the right to require pre-payment for any reason. Credit is given solely as a service to Buyer and is not to be used as extended credit or financing. Credit lines may be rescinded or reduced at any time and for any reason. Seller reserves the right to refuse orders from any Buyer for any reason.

**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 in-stock items. More time may be required for special requests or packaging. Expedited requests may be subject to an additional fee. FFI can give estimated lead time for non-stock products; FFI 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 pre-payment. Special orders cannot be cancelled after PO is accepted or the order is placed with the manufacturer.

**PAYMENT:** Seller may require a deposit before shipment. Non-payment from Buyer's customer is not an acceptable reason for non-payment of goods purchased from FFI. 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 the maximum rate permitted by law). Each check returned to Seller for NSF will be charged a \$30 fee, payable by a cashier's check including the dollar amount of the returned check. Buyer agrees to assume and pay any and all costs of collection of any valid debt, including reasonable attorneys' fees, costs of suit, and any other expense connected to collection.

**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. FFI 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. FFI 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 FFI'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 non-stock) products may not be returned.

**WARRANTIES:** Seller honors manufacturer warranties only. SELLER DISCLAIMS ALL OTHER WARRANTIES WHETHER EXPRESSED OR IMPLIED.

**INDEMNITY AND LIMITATION OF LIABILITY:** Indemnification of Seller - Buyer agrees to indemnify and hold harmless the Seller 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.