



TERMS, CONDITIONS OF SALES, & WARRANTY

PRICE & PROJECT QUOTATIONS

Prices shown in all of our Price Guides are subject to change without notice. Project Quotations: These are for acceptance within a maximum of 30 days from date of quotation and prices are guaranteed only for materials which can be scheduled and shipped within 30 days from date of quotation, except where this period has been extended in writing by Elmdor Manufacturing Company. All shipments are subject to invoicing at price in effect at time of shipment. Customer purchase order is requested to be received by factory on all orders. All orders are subject to credit approval prior to shipment. Orders with indefinite shipping date; i.e. hold for approval, will advise, etc., have no status. All orders are subject to acceptance by Elmdor factory at City of Industry, California. No agent or representative of the company is authorized to make any exceptions.

TERMS, TAXES & MINIMUM INVOICE

Terms: Net 30 days. Discounts are not allowed on freight charges. Invoice is assumed to have been received by customer if factory is not notified of non-receipt within 10 days after receipt of goods. An unpaid invoice is considered late if not received within 30 days from shipment and becomes subject to a service charge of 2% per month starting with the due date. If legal action is necessary to enforce payment, purchaser will pay any court costs and reasonable attorney fees.

Taxes: Any sales or manufacturer's tax imposed under the existing or future statutes may be added to the price herewith and shall be paid by the buyer. Should any buyer claim exemption from sales taxation, a Resale Certificate must be received by factory prior to invoicing. Minimum Invoice: This is \$100.00 net.

FREIGHT & WEIGHTS & SPECIAL DELIVERY

Freight: Shipments are F.O.B. Factory, City of Industry, California, except where specifically stated otherwise. Shipments are normally sent prepay or charge. A \$9.00 surcharge, per package, is added to small parcel shipments. Weights: All weights shown in Elmdor literature or quotations are estimates and are not guaranteed. Carrier: Elmdor reserves the right to select the carrier on all shipments. Special Delivery Charge: The minimum order value is \$100 NET. In the event an order is received under that stated minimum order value, a \$25.00 "minimum invoice service charge" will be applied to the order but at no time will the minimum order exceed \$100.00 NET before shipping, handling and taxes. All service charges are non-refundable.

SHIPPING DATE

Every effort is made to comply with scheduled shipping dates; however, Elmdor is not liable for any loss or damage arising out of delay in delivery of any of its products due to causes beyond the control of the company. When customer order is scheduled and in production, changes in shipping date can only be honored by written notice, with the understanding that any changes incurred will be charged to the purchaser and rescheduling can only be made on the basis of factory convenience.

TRANSPORTATION CLAIMS

For F.O.B. factory orders the responsibility of Elmdor ceases upon delivery of goods in good order to Transportation Company, and all goods are shipped at consignee's risk and consignee must file freight claims for losses or damage in shipment. Elmdor will file freight claims on F.F.A. orders if consignee has compiled with the following action within five (5) working days after receipt of shipment:

1) Inspect shipment immediately upon receipt. 2) Have shipment inspected by delivering carrier for losses or damages (regardless of consignee's opinion as to whether it is damaged or defective). 3) File inspection report with carrier and send copy to factory. 4) No claim for failure to receive shipment will be honored unless Elmdor is notified within a reasonable time after receipt of invoice.

SHORTAGES

No claim for shortages will be honored unless Elmdor is notified within 5 working days after receipt of shipment.

RETURNED GOODS

No material shall be returned without written permission. Permission is obtained when Elmdor issues a Return Goods Authorization (RGA) which will only be issued after purchaser supplies the correct invoice number and date, or sales order number or customer purchase order number covering original shipment of material. All material must be returned freight prepaid and reference the RGA number. RGA credits less than \$50.00 will not be issued unless proven defective. All credit, when issued, will apply only against future purchases and are subject to the following: 35% handling charge; any charges necessary to put the material back in saleable condition; any outgoing freight charges paid by Elmdor. The foregoing applies only to items regularly stocked by the factory. Value of custom fabrication and non-stock items will be as determined by the factory. Custom orders are not subject to return.

PRODUCT APPROVALS, FIELD MEASUREMENTS, CHANGE IN SPECIFICATIONS AND CANCELLATIONS

Product Approvals: When quoting equivalent materials, every effort is made to quote on materials which are equal or superior to those specified. Elmdor will provide, at no cost, certified data sheets for submission to architect/engineer/ owner for approval. Elmdor cannot guarantee this approval. The limit of our responsibility is to provide the material exactly as quoted. When materials are approved as submitted, the limit of Elmdor's responsibility is to furnish material as approved. Product modifications or alternate products will only be furnished at their current selling prices. Field Measurements: When required, they are the responsibility of the purchaser and must be transmitted to Elmdor in writing. Measurements made by Elmdor employees or representatives are acceptable only when verified and approved in writing by the purchaser/contractor. Change in Specifications or Cancellations: These can only be honored by written notice with the understanding that any incurred costs will be chargeable to the purchaser. Custom ordered material is not returnable and cannot be canceled after production has begun.

LIMITED WARRANTY

Elmdor warrants that all of its products are guaranteed against defective material or faulty workmanship for a period of one year from date of shipment. Elmdor's liability under this warranty shall be discharged by furnishing without charge F.O.B. City of Industry, California, any goods, or part thereof, which appear to the company upon inspection to be of defective material or not of first class workmanship, provided that claim is made in writing to the company within reasonable period after receipt of the product. Where claims for defects are made, the defective part or parts shall be delivered to the company, prepaid, at City of Industry, California for inspection. Elmdor will not be liable for the cost of repairs, alterations or replacements, or for any expense connected therewith made by the owner or his agents, except upon written authority from the Elmdor City of Industry office. Elmdor will not be liable for any damages caused by defective materials or poor workmanship, except for replacements, as above provided. Buyer agrees that Elmdor has made no other warranties either expressed or implied in addition to those above stated, except that of title with respect to any of the products or equipment sold hereunder and that Elmdor shall not be liable for general, special or consequential damages claimed to arise under the contract or sale.

ILLUSTRATIONS & DESCRIPTIONS

Illustrations, detail drawings and accompanying descriptions describing standard features, and sometimes optional variations of each product, do not necessarily show or describe all the variations available. All designs are subject to change without notice and unless stated in the order, material will be furnished of the design in effect at the time the order is filled.

FORCE MAJEURE

Morris Group International companies will not be liable for any failure or delay in performing an obligation that is due to any of the following causes: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, transportation issues or generalized lack of availability of raw materials or energy.

ORIGIN & FAR COMPLIANCE

SUPPLIER reserves the right to furnish either foreign or domestic material unless otherwise specified by the customer at the time of quotation and noted on the subsequent purchase order. Requirements for product compliance and certification with the Buy American Act, Buy America Act, and any other Federal Acquisition Regulation shall be noted on the purchase order. Failure to document domestic and federal procurement requirements on the purchase order shall result in PURCHASER assuming all liability and replacement costs for products determined to be non-compliant.

— March 2021