

Terms and Conditions governing all sales by Door Works Company of Huntersville LLC, whether made pursuant to oral or written orders to its representatives or salesman.

FORCE MAJEURE

Delay in delivery or non-delivery in whole or in part by Seller shall not be a breach of this sale if performance is made impracticable by the occurrence of anyone or more of the following contingencies, the non-occurrence of which is basic assumption on which the agreement is made: (a) Fires, Floods or other casualties; (b) Wars, Riots, Civil Commotion, Embargoes, government regulations or martial law; (c) Sellers's inability to obtain necessary materials (finished or otherwise) from its usual sources of supply; (d) Shortage of cars or trucks or delays in transit; (e) Existing or future strikes or other labor troubles affecting production or shipment, whether involving employees of Seller, or employees of others, and regardless of responsibility of fault on the part of the employer; and (f) Other contingencies of manufacture of shipment, whether or not a class or kind mentioned herein and not reasonable within sellers control.

WARRANTY

Door Works Company of Huntersville LLC reserves the right to inspect any warranty claim (WITHIN THE SCOPE OF DOOR WORKS COMPANY OF HUNTERSVILLE LLC PUBLISHED WARRANTY STANDARDS) made by the Buyer. This may require the buyer to return the product in question at buyer's expense. Seller is not responsible for any charges, including freight, incurred by the Buyer to return the product.

Seller agrees that any merchandise delivered hereunder found to be defective (WITHIN THE SCOPE OF DOOR WORKS COMPANY OF HUNTERSVILLE LLC PUBLISHED WARRANTY STANDARDS) in material or workmanship will be repaired or replaced by the Seller without additional charge for the merchandise. The Seller will not be responsible for any additional charges, such as trade labor or freight, for the replacement product. This warranty is made in lieu of any other warranties or conditions including merchantability or fitness for a particular purpose. The remedies under this warranty are exclusive and by accepting this merchandise the Buyer agrees to these conditions and waives any other warranties, conditions, expressed or implied.

Buyer assumes all risk and liability with respect to results obtained by the use of such merchandise whether used alone or in combination with other products. No claims of any kind whatsoever, whether based on breach of warranty, the alleged negligence of Seller, or otherwise, with respect to merchandise delivered or for failure to deliver any merchandise shall be greater in amount than the purchase price hereunder of the merchandise in respect of which damages are claimed; and failure of Buyer to give written notice claim within 30 days after delivery of merchandise shall constitute a waiver of all claims with respect to such merchandise.

TERMS AND CONDITIONS TO GOVERN

THIS INVOICE CONSTITUTES THE ENTIRE CONTRACT WITH RESPECT TO THE SALE AND PURCHASE OF THE MERCHANDISE SPECIFIED HEREIN. No modification of this sale shall be effected by the acceptance or acknowledgment of purchase order forms specifying different conditions, and no modification shall be effective unless in writing signed by the party claimed to be bound thereby.

STATE OF JURISDICTION

This sale shall be deemed to have been made in and shall be construed in accordance with the laws of the State shown in Seller's address, North Carolina.

DELIVER AND ACCEPTANCE OF TITLE OF GOODS

Title to the materials shall pass from the seller to buyer upon delivery thereof to Buyer or his agent and thereafter shall be buyer's risk. Claims for shortages, breakage or for any nonconformance with the terms and conditions of the order shall be noted on the seller's delivery receipt by the Buyer at the time of delivery; otherwise, the Seller shall not be responsible for any such claims. If delivery is by common carrier, delivery by the Seller to the carrier at point of origin shall constitute delivery to the buyer and thereafter the shipment shall be at Buyer's risk, and claims for loss or damage must be filed by the Buyer against the carrier. Title to goods loaded onto Buyers conveyance at Sellers plant passes to the Buyer at the Sellers loading dock.

DISPUTES

Any shortage or dispute on quantity must be reported within 48 hours.

FINANCE

FINANCE CHARGE OF 1.5% PER MONTH (18% YR) CHARGED ON PAST DUE ACCOUNTS

RETURN OF GOODS

All products produced by Seller are custom manufactured for each purchase order and may not be returned without express written authorization by the Seller.