



TERMS AND CONDITIONS OF SALE

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www.oregondoor.com

1. **PRICE:** The price stated includes only the goods specified and only for the period stated. If any offer is not received within the stated time, Seller reserves the right to change the price in good faith to an amount sufficient to cover increases to materials and labor costs. Unless otherwise stated, the price does not include any duty or federal, state or local taxes which are, or may hereafter be, applicable. Should Seller's costs or materials and/or labor rate be increased prior to completion of the work proposed herein, or should the Buyer change the specifications, or if overtime work is requested by Buyer, the resulting increase plus normal overhead and margin charges shall be paid by Buyer in addition to the quoted price.

2. **PAYMENT: SECURITY INTEREST** unless otherwise expressly provided, our terms of sale are 1%, 10 days after date of invoice. Late charges of 1 ½% per month or 18% per annum will be imposed on all past due accounts. Seller will retain a purchase money security interest in the goods later acquired and later described in Seller's invoices as well as the products and proceeds thereof, to secure all liability existing or hereafter arising from the Buyer to the Seller (with the right of repossession). Buyer agrees to execute all instruments reasonably required by Seller to evidence and perfect that security interest.

3. **TAXES:** Unless otherwise specified, any sales and/or use taxes, or similar taxes, imposed by federal, state, county or municipal authority, upon Seller's transfer and delivery of the property to the Buyer, shall be added to the quoted price and paid by the Buyer.

4. **LIABILITY FOR DELIVERY – DELAYS:** Sellers shall not be liable for any delay in delivery or any failure to deliver due to causes beyond Seller's control including without limitation, acts of God, war mobilization, civil commotion, riots, embargos, domestic or foreign governmental regulations or orders, fires, floods, strikes, lock-outs, or other labor difficulties, machinery breakdowns, material issues or shortages of materials caused by Seller's vendors, or inability to obtain shipping space or transportation or delays attributable to the Buyer or its agents in securing priorities for obtaining the material or furnishing approved drawings or other information necessary to Seller in order to proceed with detailed shop drawings. Should Seller be prevented in any way from continuously performing the work herein contemplated through no fault of its own, the Buyer shall pay to Seller any additional costs resulting there from. In the event Buyer directs Seller to discontinue its work at any stage. Buyer will pay Seller in full for such portion of the work as may have been performed.

5. **SHIPPING CHARGES:** Except as otherwise provided herein, Seller shall not be responsible for freight, transportation, insurance, shipping, storage, handling demurrage or similar charges. If such charges are, by the terms of the sale, included in the price, any increase in rates becoming effective after the date hereof shall be for the account of the Buyer.

6. **WARRANTIES:** OREGON DOOR (Seller), warrants that all products sold hereunder shall be free from defect in material and workmanship. SELLER MAKES NO WARRANTY, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, INCLUDING THAT OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, EXCEPT FOR APPLICABLE PRODUCT WARRANTIES PUBLISHED AND SO DESIGNATED BY SELLER. In the case of wood door warranty claims, BUYERS remedy shall be subject to the terms and conditions of the STANDARD DOOR GUARANTEE as published in the WDMA. Warranty claims on all other doors shall be subject to the warranty published by the original manufacturer. BUYER shall notify SELLER immediately of any defective product or products not meeting specifications. SELLER will be given reasonable opportunity to inspect materials prior to return.

BUYER'S REMEDY AND SELLER'S LIABILITY SHALL BE LIMITED SOLELY TO REPLACEMENT AT ORIGINAL POINT OF DELIVERY, REPAIR OF, OR REFUNDING THE PURCHASE PRICE OF ANY DEFECTIVE PRODUCT OR PRODUCTS NOT MEETING SPECIFICATIONS, AT SELLER'S OPTION. SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES FOR BREACH OF WARRANTY OR FOR NEGLIGENCE, FAILURE OR DELAY IN DELIVERY OR OTHERWISE SHALL BE DEEMED WAIVED BY BUYER UNLESS PRESENTED IN WRITING TO SELLER WITH THIRTY (30) DAYS FROM DATE OF DELIVERY.

7. **INSPECTION AND ACCEPTANCE:** Buyer shall promptly inspect the goods upon receipt and shall notify Seller in writing of any nonconformity or defect within ten (10) days of physical receipt or no credit will be issued. Buyer should note on Bill of lading any damage at time of delivery.

8. **DEFECTIVE GOODS:** If any portion of the goods delivered to Buyer is defective or otherwise not in accordance with order specifications, Seller shall have the right in its discretion either to replace such defective goods or to refund the portion of the purchase price applicable thereto. No goods shall be returned to Seller without Seller's written consent. In no event shall Seller be liable for the cost of processing, lost profits, injury to goodwill or other special or consequential damages. All claims, of whatever nature, made by the Buyer, must be taken up with the Seller by written notice at the time and cause for charge is discovered and responsibility proven, otherwise no allowance on account of such claim will be made.

9. **REVOCAION OF CREDIT:** If, by the terms of sale, credit is extended to Buyer, Seller reserves the right to revoke credit if Buyer fails to pay for any goods previously delivered when due or if in the judgment of Seller there has been a material adverse change in Buyer's financial condition and thereupon Seller shall have the right to demand payment or other assurance which it deems adequate, before shipment of any further goods.

10. **INTEGRATION:** THIS AGREEMENT CONSTITUTES A FINAL, WRITTEN EXPRESSION OF ALL THE TERMS OF THIS AGREEMENT AND IS A COMPLETE AND EXCLUSIVE STATEMENT OF THOSE TERMS. ANY AND ALL REPRESENTATIONS, PROMISES, WARRANTIES OR STATEMENTS BY SELLER'S AGENT THAT DIFFER IN ANY WAY FROM THE TERMS OF THIS WRITTEN AGREEMENT SHALL BE GIVEN NO FORCE AND EFFECT.

11. **ORAL MODIFICATION:** THIS CONTRACT MAY NOT BE MODIFIED OR TERMINATED ORALLY. NO CLAIM MODIFICATION, TERMINATION OR WAIVER OF ANY OF ITS PROVISIONS SHALL BE VALID UNLESS IN WRITING SIGNED BY SELLER'S DULY AUTHORIZED REPRESENTATIVE.

12. **FREIGHT DAMAGE OR LOSS IN TRANSIT:** The Buyer bears all risk of loss and/or damage from the time the merchandise is delivered to carrier or to Buyer's own transport.

13. **MISCELLANEOUS:** This contract shall be governed by and construed according to the laws of the State of Oregon. If case suit or action is brought by either party hereto because of any breach of the terms hereof, the prevailing party shall be entitled to recover reasonable attorney's fees and costs, including attorney's fees on appeal.