

TERMS AND CONDITIONS OF PURCHASE

At Somerset Door & Column customer satisfaction is a priority. In order to ensure a clear agreement and understanding of the Somerset Door & Column Terms and Conditions please review the following.

1. **CONSTRUCTION:** Manufactured using our standard construction methods and tooling. No guarantee of color or grain match with any woods. All work to be completed in a workmanlike manner according to standard practice.
2. **EXCLUSIONS:** Unless otherwise noted, exclusions are as follows: jambs, casing, trim, pre-machining, hardware, lock-sets, finish, installations, fire ratings, labels, or other exclusions as listed on proposal, and applicable sales tax.
 - 2.1. **STAINING:** Wood is a product of nature which sometimes causes variations in the color and wood grain, and affect the look or application of stains and paints. Due to these variations, the shade and color of the product you receive may not be an exact match to any sample. This is normal and should be expected. Somerset Door & Column is not liable for these occurrences.
3. **LEAD TIMES:** Lead times for product are provided for informative purposes only. All deliveries are estimated and may be subject to change. The Buyer is clearly informed of current lead times before placing the Order. Buyers will be promptly informed of any changes to the delivery schedule as soon as they are identified. Seller cannot be held accountable or responsible for any costs arising from unexpected delays beyond Seller's control. Reasonable changes to the estimated delivery date do not give cause for order cancellation, refusal to accept the product delivery and for damages of any kind.
4. **START:** Production will not begin until a purchase order and/or a deposit payment as per 'terms of sale' is received. Buyer's failure to approve shop drawings within four months (120 days) will automatically cancel the order. Materials for the order may be purchased prior to the receipt of approved drawings. Any changes to this signed order must be verified in writing.
5. **DEPOSIT:** Buyer shall deliver to Somerset Door & Column (Seller) a deposit, applicable towards the Order Total/Purchase Price, as per 'terms of sale' upon acceptance of proposal. If this transaction fails to close for any reason other than default by Seller or force majeure, this non-refundable deposit shall remain the property of Seller.
 - 5.1. If the force majeure affects the performance of the contract, the party that is subject to force majeure shall promptly notify the other party in writing within (15) days and submit to the other party a sufficient and valid proof of force majeure within a reasonable period after the end of force majeure. Otherwise, the corresponding liability shall not be waived.
 - 5.2. Any refunds will be subject to deduction for materials purchased, applicable restocking fees, costs related to site visit, drawing fees, consultation time and any legitimate expense related to the project to date. Any material cut or fabricated is paid from deposits and becomes the property of the client with storage fees, delivery and transport costs the responsibility of the client.
6. **DRAWINGS:** If a CAD file, PDF or rough sketch is available, please provide at time of order for best results. Elevations are provided at no charge. More than three (3) drawing revisions or drawing revisions due to design change and/or substantial size change may be subject to additional charges.
7. **TIMELY DELAY:** Should the Buyer for any reason delay the supply of information or building components necessary for completion of the work, as accepted in the quotation, for a period exceeding 120 days the Buyer will be invoiced in full for work completed to that date.
8. **COMPLETION:** Products ready for delivery or pick up will be considered complete and invoiced as such. Seller reserves the right to deliver partial shipments. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's purchase order.
9. **TAXES:** Unless otherwise agreed to in writing by Seller, all prices quoted are exclusive of duties and all taxes including federal, state and local sales, excise and value added, goods and services taxes, and any other taxes. Buyer agrees to indemnify and hold Seller harmless for any liability for tax in connection with the sale, as well as the collection or withholding thereof, including penalties and interest thereon. Orders picked up at Seller's location are subject to tax. When applicable, taxes shall appear as separate items on Seller's invoice. Each Buyer shall be solely responsible for all sales taxes, or other taxes, on orders shipped to any other location. Buyers reselling goods or using the goods provided by Seller for an exempt purpose may be exempt from tax. A completed Exemption Resale Certificate must be presented before a sale can be exempt from sales tax. Please email a copy of the tax exemption form to tax@doorandcolumn.com
10. **PAYMENT:** Payment may be made by check, money order, credit card, ACH or wire transfer (all fees are borne by the Buyer). Where Seller has extended credit to Buyer, terms of payment shall be net thirty (30) days from date of invoice, without offset or deduction unless otherwise noted. On any past due invoice, Seller may impose interest at the rate of one and a half percent [1.5%] per month. If Buyer fails to make each payment when it is due, Seller reserves the right to change or withdraw credit and thereby suspend or cancel performance under any or all purchase orders or agreements in which Seller has extended credit to Buyer. In the event of default by Buyer, Seller shall be entitled to costs, fees, and expenses, including but not limited to recovery of attorney fees, court costs and fees, and collections costs.
11. **DELIVERY:** Delivery occurs upon either: (i) the Buyer's receipt and/or pick up of the goods at Seller's factory; or (ii) upon the loading of the goods on to a carrier for transport to an address designated by the Buyer, in which event Seller only provides "tail gate delivery," but may ask the Buyer to assist in removing goods from the carrier. If for any reason Buyer fails to accept delivery of any of the Goods on the date fixed pursuant to Seller's notice that the Goods have been delivered at the Delivery Point, or if Seller is unable to deliver the Goods at the Delivery Point on such date because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Goods shall pass to Buyer; (ii) the Goods shall be deemed to have been delivered; and (iii) Seller, at its option, may store the Goods until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).
 - 11.1. If the Buyer does not designate a delivery address at the time of the sale, delivery shall be made at Seller's factory in Somerset, PA. Seller shall employ all reasonable means to make delivery within the time and to the address specified by the Buyer. However, Seller shall not be liable for any damages, losses, delays, or for Seller's inability to manufacture, fabricate and/or deliver the goods, if such damage, loss, delay, and/or inability is or has been occasioned by fire, flood, embargo, strike, labor and/or employment disputes with workmen, suspension or stoppage of work, failure to secure materials from usual sources of supply, transportation delays, federal, state and/or municipal laws or regulations, acts of God, terrorism, war, riot, or civil disorder, pandemic, or any other circumstance (whether or not similar to any of the foregoing) beyond Seller's control which prevents Seller from conducting its normal and usual course of business. The Buyer shall contact Seller to confirm the date and

location of delivery at least two (2) business days prior to the proposed delivery. Up to one-half (1/2) hour unloading per stop is included. All additional time is subject to detention charges and penalties. A delayed delivery of any part of an Order does not entitle Buyer to cancel other deliveries.

11.2. Inspection of product should be immediately upon receipt.

11.2.1. Shipping damage must be noted on carrier delivery receipt prior to notifying Seller.

11.2.2. Seller must be notified of damage, errors or shortages with five (5) days of product receipt.

12. **ORDER CHANGES AND CANCELLATION:** Seller retains full discretion and authority to accept or reject any and all orders from the Buyer. Orders may be canceled or revoked by Seller without liability to the Buyer if the cancellation or revocation is due to conditions beyond Seller's control, including but not limited to, acts of God, fire, major disasters, war, terrorism, vandalism, and accidents.

12.1. The Buyer may cancel a Purchase Order without penalty within (3) business days of proposal acceptance.

12.2. To make any changes to an accepted Proposal, the buyer must request and sign an updated Proposal with said changes. If the requested changes are received after the order would allow the changes to be made, Seller may cancel the existing order and submit a new proposal with the desired changes for Buyer's approval. This new order must include the relevant drawings, notes, attachments, signed authorization forms, approvals and the signed shop drawings. The new proposal will cause completion and delivery dates to change. If necessary, an invoice will be generated reflecting any charges owed to Seller due to the Buyer's change request for any and all materials ordered to fulfill the original order, or any amounts owed to the Buyer as a result of the changes. The deposit previously made will be assigned first to the original order number and then to the new order number. Any balance due to Seller shall be payable immediately to avoid further delays. Any money owed to the Buyer will be deducted from the account balance or refunded upon the Buyer's written request.

13. **RETURNS:** Custom product sales are final and are not eligible for returns, changes or alterations.

14. **CREDITS:** Credit memorandum issued for any reason have NO CASH VALUE, is provided for the sole benefit of Buyer, is not assignable or transferable and expires two (2) years after issuance.

15. **DEFECTIVE PRODUCTS & WARRANTIES:** Seller warrants products under the manufacturer warranty. To report a defective product or warranty claim, contact us.

16. **CONDITIONS:**

16.1. The Buyer acknowledges that the goods are being manufactured and fabricated specifically for the Buyer and are not suitable for sale to third parties in the ordinary course of Seller's business.

16.2. The Buyer is responsible for the sizes and dimensions of the goods to be manufactured.

16.3. Goods, which the Buyer requested delivered to a designated address, may be subject to freight and delivery charges.

16.4. Buyer may request that Seller warehouse the goods at Seller's manufacturing facility rather than accept them on the delivery date. Such arrangements may be available if Seller has sufficient storage room at the time of Buyer's request. In such event, Seller will add a charge for storage of \$5.00 per cabinet/per day and \$10.00 per door or column/per day, and the balance of the price must be paid prior to the storage of the goods. Storage fees may be deducted from the Buyer's deposit. In the event that the goods are stored at Seller's, the goods shall be made available to the Buyer for inspection, and the goods shall be deemed accepted and delivered as of the date of delivery regardless of whether Buyer chooses to inspect the goods.

16.5. Buyer may not claim a default or breach of, or terminate or cancel an installment contract if a non-conforming delivery is made, regardless of whether the non-conformity substantially impairs the value of the entire installment contract; furthermore, Buyer shall accept subsequent deliveries of conforming goods under the installment contract. Buyer's sole remedy shall be the rejection of non-conforming goods within a reasonable time after delivery, and Seller shall cure any such rejection by delivering conforming goods to the Buyer as soon as practicable.

17. **ENTIRE AGREEMENT:** These terms and conditions set out the whole of our agreement relating to the supply of the goods to you by us. Nothing said by any sales person, agent, employee or other representative on our behalf should be understood as a variation of these terms and conditions or as an authorized representation about the nature or quality of any goods offered for sale by us. Save for fraud or fraudulent misrepresentation, we shall have no liability for any such representation being untrue or misleading.

18. **INVALIDITY:** If any part of these terms and conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

19. **GOVERNING LAW AND JURISDICTION:** The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the United States, where applicable, and otherwise by the laws of the Commonwealth of Pennsylvania, without regard to its principles of conflicts of laws.

20. **THIRD PARTIES:** For the purposes of the Contracts (Rights of Third Parties) Act 1999 this is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

Contact Us

If you have any questions, concerns, or requests regarding our Terms and Conditions of Purchase, please contact us at:

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