

These three pages represent the terms and conditions that, together with the Order Form, constitute the entire agreement (“Agreement”) between us for your purchase. Please read these pages carefully before signing.

1. General Order Details:

The Sliding Door Company, Inc. (“TSDC”) will deliver the products identified on the signed Order Form. **The customer (“You”)** acknowledge and agree that the Products You ordered are based on measurements of the opening and the specific type of product that You or Your agent requested and approved (and do not necessarily reflect the exact dimensions of the Product itself which may be larger or smaller than the opening). You agree to waive any liability for errors made in the finished opening measurements you provided; if you made an error, your order remains in effect and you are not relieved of your duty to pay in full. In cases where TSDC provides on-site measurements, TSDC has ownership for the accuracy of those measurements. The total price on the approved Order Form applies only to items quoted. If any changes occur, subsequent changes will be reflected in an adjusted Order Form and submitted to you for final approval and signature. **You are required to pay a deposit on every order** along with the submission of the signed Order and Terms. You must tender payment of remaining balance prior to shipment, pick up or scheduling installation (if applicable). You must pay promptly per the terms on the order form. It is YOUR responsibility to confirm the Products purchased and comply with any city and/or state building codes.

2. Payment:

Payment terms are stated on the approved Order Form, including the required Deposit. **If shop drawings or a waiver of subrogation is required, you are responsible to pay all associated fees for the drawings and for the waiver.** Fees for any waivers will clearly appear on your Order Form. Credit card payments exceeding \$10,000.00 will incur a 3% processing fee. If payment is not timely made, you shall be in default under the terms of this contract. If TSDC is required to engage the services of a collection agency and/or attorney to collect any amount due, you agree to pay all legal fees and costs in addition to the unpaid balance.

3. Late Payment:

Any late payments are subject to 20% interest per annum, or the maximum amount allowed by your state, whichever is less.

4. Delivery:

After approval, you authorize TSDC to immediately order and fabricate all required parts to fulfill your order. You will be provided an estimated lead time for delivery of the Products once you approve the order form, sign the terms and provide the required deposit. Delivery dates are estimates only subject to delays beyond our direct control. Therefore, you may not rely on estimated dates other than a good faith approximation we issue as a courtesy. Delivery occurring between the window of 10 (ten) business days before or after the estimated delivery date, constitutes **ON TIME** delivery. You agree to waive all claims for damages arising from delays in delivery, regardless of the cause. After delivery occurs, you assume the risk of loss as to damage or destruction. **You do have 48 hours from date and time of delivery to notify us in writing of any missing or damaged items.** Such notification is required to maintain effect of the benefits stated on the Limited Warranty Form you received. If you cannot accept delivery of the products and you request we store the products, payment is still due in full at the time the original delivery was agreed upon. The maximum amount of time we will store any order without charge at our discretion is 30 calendar days. If the order is not shipped, picked up or scheduled for installation within 30 days, you are responsible for storage fees of \$1.00 per day for EACH panel stored.

5. Treatment:

Your selected Products ordered may have been specially designed for you and considered “Custom”. As a result, we take special care to produce them after approval. You fully understand that color may appear to vary from doors shown in our showroom or online. Lighting is often a factor. Minor variations in color are not a breach of this Agreement. The only cleaning agent recommended for cleaning the doors is water (on a soft cloth). No harsh detergents of any kind should ever be used to clean the glass doors. TSDC has a cleaning solution available for purchase. Frosted glass has a specific warning that outlines cleaning details. TSDC is not responsible for any claim of damage due to cleaning products used by you or your agents. Damage caused by improper cleaning negates the Limited Warranty provided by TSDC at which time we have no further obligation in connection with your products.

6. Cancellation:

In TSDC's sole discretion, cancellation may be permitted within 48 hours of TSDC's acceptance of an Order. If cancellation is permitted within the 48 hours after TSDC has accepted an order, **YOU shall still pay all costs of measurement and other costs incurred by TSDC.** After the expiration of the period which ends 48 hours after acceptance of an order, **NO custom orders are cancellable and you will remain responsible for the order in full.** If TSDC accepts a cancellation of standard (non-custom) product, as a condition to such cancellation, you must pay a 15% restocking fee and all other costs incurred by TSDC in connection with your order.

7. Exclusions:

We do not provide any of the following under any circumstances. Electrical, wiring, flooring, dry wall, decorating, painting, molding and other construction work or repair will NOT be provided by TSDC. If we provide installation of our interior glass door solutions, the price for delivery and installation will be clearly identified on the Order Form. You acknowledge that The Sliding Door Company and its authorized installers are NOT responsible for any pre-existing conditions such as uneven floors, walls or any damage to nearby walls, flooring, carpeting or other surroundings. If you believe we have damaged anything during installation, you must provide us with a photo of the BEFORE and AFTER conditions. We therefore highly recommend you photograph areas near the installation before we install so you can provide a valid comparison as is required. Without such comparison and proof we caused any damage (unless we admit it, mistakes do happen), you agree to waive any such claims. Even if you believe there is provable damage, you agree to waive damage to walls, floors or ceilings or other structures during the course of normal removal of any existing doors (if part of the order). Repair work for the walls, floors or ceilings is your sole responsibility. For all installations, it is strongly recommended that the Product be installed last; after all other trades have completed their work to avoid inadvertent damage by other trades or subcontractors.

8. Indemnity:

You agree and will indemnify and hold us harmless to the maximum extent permissible by state law for any injury to person or property related in any way to installation by any party other than us.

9. Title Etc.:

Title to the Product passes to you ONLY upon full and final payment.

10. Installation:

You agree to clear the pathway of any objects that may prevent the installers from gaining easy access to the area. If for any reason, you advise that the field measurement or installation cannot take place once we arrive on site at the scheduled time, you will be charged for the field measurement or installation and for the **re-scheduled appointment at the cost of \$250.**

11. Damage Found:

In the event that any of the Products are damaged during transport, your sole and exclusive remedy shall be repair or replacement of the Product at our discretion provided that any alleged damages are reported **in writing within 48 hours** of your receipt of the Product and required photos are provided. Claims we do not receive in writing within the time specified are waived and barred. Failure to return allegedly damaged Products to TSDC following our request also constitutes a waiver of all claims against Seller with respect thereto.

12. Limitations:

Subject to the above limitations our liability, if any, on any claim for damages shall in no event exceed the net sale price. This provision along with all others shall be strictly construed by the fact finder to the maximum extent permissible by governing state law. **We assume no responsibility whatsoever for any party's interpretation of plans or specifications provided and the suitability of the Products and services for your individual needs and purposes is for you to determine in your sole judgment.** Any statements we issue regarding Products and services are merely opinions. YOU AGREE THAT SELLER SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES, WHETHER IN CONTRACT OR TORT, FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, EMOTIONAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR FOR ANY DAMAGES FOR LOST PROFITS OR REVENUE, BUSINESS INTERRUPTION, LOSS OF BUSINESS REPUTATION OR OPPORTUNITY, COST OF CAPITAL, COST OF SUBSTITUTE PRODUCTS, FACILITIES OR SERVICES, DOWNTIME COSTS, WHETHER FOR DEFECTIVE OR NONCONFORMING GOODS OR LATE DELIVERY OR NON-DELIVERY OR OTHERWISE, OR FROM ANY OTHER BREACH OF THIS AGREEMENT, ANY PURCHASE ORDER OR ANY OTHER AGREEMENT BETWEEN US,

WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE AND WHETHER OR NOT TSDC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. All such claims are WAIVED. The remedies above are expressly given in substitution of any and all remedies otherwise provided under the Uniform Commercial Code or otherwise.

13. Warranty:

WE MAKE NO EXPRESS OR IMPLIED WARRANTIES OF ANY SORT, INCLUDING FITNESS OR MERCHANTABILITY OF PRODUCTS BUYER ELECTS TO PURCHASE. Your sole and exclusive remedy and the limit of our liability to any party or any user of our Product for any and all losses, injuries or damages resulting from use, application or handling of Products shall be the purchase price paid or \$250 whichever is greater. You agree this and all limitations are reasonable. Other than this, other rights and remedies you may have are WAIVED without reservation. In the event a third party alleged to be injured by our Product, makes a claim, you agree to defend, indemnify and hold us harmless from all such claims. The parties agree that these limitations are reasonable and sufficient and that ALL terms stated in this document were mutually negotiated and shall not be construed against either party in the event of a dispute. Other than that which is set forth in the "Limited Warranty Form", you acknowledge receiving concurrent delivery all Products are accepted "AS IS".

14. Notice:

Your property (the owner's property) may be liened in any situation where the order is not paid on time.

15. Disputes:

If a dispute arises between the buyer and seller, (You and TSDC) all parties shall promptly meet and attempt in good faith to resolve the dispute. **Openness and good faith are required by all parties.** Any unsettled disputes shall be decided by a suit filed in an appropriate court of jurisdiction, except for claims of \$5,000 and under which we may elect to resolve in Small Claims Court. Any controversy or claim arising out of this Agreement, or the breach thereof, where the claim asserted is more than \$10,000, shall be settled by Arbitration before an Arbitrator chosen through the processes provided by the American Arbitration Association. The judgment awarded and rendered by the Arbitrator (s) may be entered in any Court having jurisdiction. In the event of Arbitration, the parties shall have the discovery rights permitted by the Arbitrator, for good cause shown. **NOTICE: BY SIGNING THIS AGREEMENT, YOU ARE AGREEING TO HAVE ANY DISPUTE, DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY THE LAW OF THE STATE WHERE YOU RESIDE AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE STATE IN WHICH YOU RESIDE. YOUR AGREEMENT TO THIS ARBITRATION IS VOLUNTARY.** In the event of a dispute or lawsuit and one or both parties seek assistance of legal counsel, the prevailing party shall be paid attorney's fees and costs by the non-prevailing party.

16. Lead Time:

Custom Items:

West Coast: Up to 10 weeks to schedule shipping or installation (whichever is applicable) from receipt of signed FINAL order documents, T&C, and deposit.

Central US to East Coast: 10 – 12 weeks to schedule shipping or installation (whichever is applicable) from receipt of signed FINAL order documents, T&C, and deposit.

Stock Items: Up to 3 weeks to schedule shipping or installation (whichever is applicable) from receipt of signed FINAL order documents, T&C, and deposit.

Stock "Modified" Items: (Including accessories, locks, and other components) 4 – 6 weeks to schedule shipping or installation (whichever is applicable) from receipt of signed FINAL order documents, T&C, and deposit.

17. Misc.:

If any of the sections in these terms and conditions are declared invalid, the remaining provisions of these terms and conditions will remain in full force and effect. You acknowledge that you have reviewed, understood and approved your order and these terms and conditions. **You agree that these terms and conditions supersede and replace any prior oral or written** representation or other prior agreement and shall prevail over any inconsistent terms of your purchase order or other documents (whether received by TSDC before or after the date of delivery of Product to You). No amendment or modification of any of the terms set forth herein shall be binding upon TSDC unless specifically set forth in writing expressly referring to this agreement that is signed by an authorized representative



and no provision of this agreement may be waived. In whole or in part, in any manner except by an instrument in writing signed by the parties. TSDC's waiver of any right shall NOT be considered a waiver of any other or future rights.

WHEN TSDC IS NOT PERFORMING INSTALLATION (and client was offered installation and is within 60 miles of a showroom).

- A. You understand that if a follow up visit is required and within 60 miles of our showrooms, you will be charged \$250 for the field visit to assess the situation plus the cost of any required materials/labor that may be required to fix the problem.
- B. You understand that installers do not carry every single part in their vehicles and an additional site visit may be required to bring all necessary items to fix the problem.
- C. You understand that issues caused by your installers may not be related to TSDC product or systems in any way and that their installer may need to fix the problem.
- D. You understand that installations performed by anyone other than The Sliding Door Company are done so with installers of your choice and that you will have a separate agreement with them for their portion of the work including the scope of work, any insurances that are required and payment terms will be handled directly with them. Independent installers are not employees of The Sliding Door Company.

By signing below, you represent that you have full authority to enter into this agreement (and bind your spouse in a community property state). The terms of this agreement have been reviewed in full and all terms contained without reservation. All questions have been fully answered and the parties are crystal clear on all issues related to the project at hand.

There may be additional terms in some states such as WA and others. A separate exhibit will apply in those cases.

Customer Name/Title: _____

Customer Signature: _____

Date: _____