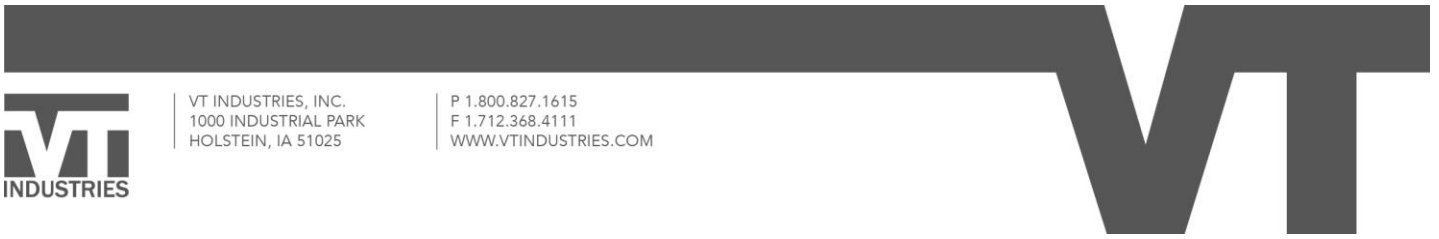




VT INDUSTRIES, INC.  
1000 INDUSTRIAL PARK  
HOLSTEIN, IA 51025

P 1.800.827.1615  
F 1.712.368.4111  
WWW.VTINDUSTRIES.COM



## QUOTATION TERMS & CONDITIONS

Any person accessing our sites, or communicating with us, agrees to, and understands, the following statements:

1. **Payment Terms.** Purchaser agrees to pay Seller pursuant to the terms indicated on the quotation. Seller may exercise any lien rights which exist under the law. Purchaser shall pay an additional amount of 1-1/2% per month on past due accounts. Any expenses incurred by Seller in the collection of any amounts due, including lien fees and actual attorney fees, shall be paid by Purchaser.
2. **Taxes.** Prices on the specified products are exclusive of all state or local taxes. Whenever applicable, any tax will be added to the invoice as a separate charge to be paid by the purchaser.
3. **Materials.** Materials furnished by Seller are within the limits and sizes in the specification sheets published by Seller. Hardware preparation excludes drilling for sexbolts, for thru-bolts, pilot holes, any preparation for surface mounted hardware such as closers, and preparation for RIM type exit devices.
4. **Warranty.** Seller's materials and products are for interior use only. Seller guarantees to replace or, at Seller's option, repair any products or parts thereof which are found defective in material or workmanship within 1 year from date of shipment. Seller's obligation with respect to such products or parts shall be limited to replacement or repair f.o.b. Holstein, Iowa, and in no event shall Seller be liable for consequential or special damages, or for transportation, installation, adjustments, or other expenses which may arise in connection with such products or parts. THIS WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
5. **Acceptance and approval.** Purchaser's order will not be entered for material procurement or fabrication without a written order. This quotation, when accepted by Purchaser, shall become a contract binding upon Seller and Purchaser upon receipt and approval by Seller of Purchaser's order. Any terms contained in Purchaser's order which are inconsistent with those herein will not be binding on Seller. This constitutes the entire agreement between the parties and supersedes any and all previous agreements both oral and written.
6. **Title/Shipping.** Title and risk of loss for damage to the goods passes to the Purchaser upon delivery to the carrier regardless of who pays the shipping costs. Seller shall not be liable for damage to shipment while in transit. It is the responsibility of Purchaser to accept shipment and file claims for damages and shortages with carrier.
7. **Non-Conformity.** Should any materials prove defective due to faults in manufacture or fail to meet the written specifications accepted by Seller, Purchaser shall not return the goods, but shall notify Seller in writing, stating full particulars, including physical samples and/or photographs, supporting Purchaser's claim. This includes claims of any type, including hardware machining, undercuts, or any other item of alleged non-conformance. In the event Seller, or its agent, travels to a jobsite and non-conformance is determined not to be the fault of the Seller, expenses for time and travel shall be added to the account of the Purchaser.



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8. **Back Charges.** If non-conformance is the fault of the Seller, Seller may, at its option, either repair or replace said material, or authorize field correction to be performed by Purchaser at a pre-determined cost. Seller shall not be liable for any back charges unless the following has been provided to Seller: (a) written notification with ten (10) days of delivery of alleged non-conformance; (b) an opportunity to inspect condition; (c) an opportunity to correct condition; and (d) a prior written agreement concerning price of remedial work.
9. **Delivery.** Seller will make every effort to meet the estimated date of shipment, but cannot guarantee any certain dates since shipping dates are dependent upon prompt receipt of all necessary information and materials. Delivery shall be further subject to strikes, labor difficulties, civil unrest, war, the delay or defaults of common carriers, failure or curtailment in the Seller's usual source of supply and any other delays beyond the Seller's reasonable control, and Seller shall not be liable for any resulting loss or damage.
10. **Clerical Errors and Omissions.** Purchaser agrees that Seller may correct any clerical errors and/or omissions in this quotation at any time.
11. **Governing Law.** All orders entered by Seller are deemed executed in Holstein, Iowa and the laws of the State of Iowa shall apply.
12. **Packaging.** When the freight is shipped LTL, packaging will be for domestic shipment only.
13. **Export Terms of Sales.** Terms of payment for orders accepted for goods to be shipped overseas shall be either: (a) 50% of the purchase price at the time the order is placed and 50% immediately prior to shipment; or (b) payment secured by an irrevocable line of credit from a bank of the United States approved by Seller. All prices quoted are in United States dollars, and payment is accepted in United States dollars only.
14. **Delivery and lead times vary significantly for many reasons.** Specific delivery dates must be coordinated through our scheduling department.
15. **The prices and terms on this quotation are not subject to verbal changes unless approved in writing by the home office of the Seller.** All quotations and agreements are contingent upon strikes, accidents, fires, and availability of material and all other causes beyond our control. Prices are based on the costs and conditions existing on date of quotation and are subject to change by the Seller before final acceptance.
16. **Typographical and stenographic errors subject to correction.** Purchaser assumes liability for patent and copyright infringement when goods are made to purchaser's specifications. When quotation specifies material to be furnished by the purchaser, ample allowance must be made for spoilage and material must be suitable quality to facilitate efficient production.
17. **Conditions not specifically stated herein shall be governed by established trade customs.** Terms inconsistent with those stated herein which may appear on Purchaser's formal order will not be binding on the Seller.