



Door Hardware

Terms and Conditions of Sale

1. CONTRACTS: The following terms and conditions shall be deemed included as part of any purchase order or orders placed with Universal Industrial Products, Inc. (UIP). Purchase orders containing language that modifies, adds to or is in any way inconsistent with the terms set forth herein are accepted by UIP only on the expressed condition that any such language in such purchase orders shall be inoperative unless such language is specifically approved in writing at our Corporate Offices in Pioneer, OH.

2. QUOTATIONS: Quotations are for immediate acceptance unless a definite time period is stated within which acceptance may be made.

3. PRICES: Unless otherwise agreed to by UIP, orders will be invoiced at the price in effect at the time of shipment. Orders deferred at the customer's request or scheduled by UIP for shipment more than 60 days beyond order entry date will be invoiced at the price in effect on the day of shipment, unless previous arrangements are made upon order acceptance.

4. TAXES: The amount of any excise, sales, purchase, use, transaction or similar tax imposed or assessed under any effective statute with reference to products sold by UIP will be added to the purchase price. List prices and discounts are subject to change without prior notice.

5. CREDIT AND PAYMENT Where the purchaser is responsible for delay in shipment, the date of completion of goods may be treated as the date of shipment for billing purposes. If an order is placed on "hold" after its release to production, a payment equal to the pro-rata portion of the completion of the goods will be applied and due when the invoice is issued. Completed and partially completed goods placed on "hold" will be held at the purchaser's cost and risk, and we will have the right to bill for reasonable storage and insurance expenses. Goods placed on "hold" will be held for a period not to exceed 60 days after being placed on "hold". Goods held longer than 60 days may be converted to other uses at our discretion without accruing any performance liabilities on the order unless payment has been received. UIP reserves the right to charge 1-1/2 percent per month service charge on past due amounts on any customer who exceeds 60 days in payment or who has exhibited a history of late payment.

6. WARRANTY: UIP warrants its products only against defects in materials and workmanship for a period of three years from the date of UIP's shipment when its products are used for the service recommended. UIP's liability and its customer's exclusive remedy under this warranty or any warranty, expressed or implied, is expressly limited to refund of the purchase price, repair or replacement at UIP's option, during said period, upon proof of the defect satisfactory to UIP, and upon the purchaser's returning the product to UIP after securing return goods authorization for the defective material to the place designated by UIP. There are no warranties other than those contained in this agreement, and neither any representation or affirmation made, nor any drawing or sample shown, will be deemed to create any warranty or standard of performance. In the event that any UIP product is modified at any place other than the point of original manufacture, this warranty is null and void. THE WARRANTY SET FORTH IN THIS PARAGRAPH IS MADE EXPRESSLY IN LIEU OF ALL OTHER

WARRANTIES EXPRESSED, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, WARRANTIES WITH RESPECT TO QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. NOTICE OF CLAIM: Immediately upon receipt of the goods, purchaser shall inspect same. Any claim for shortage must be made within 10 days of receipt. All complaints, including claims for alleged defective goods, must be made within 15 days after the purchaser learns of the facts upon which such claim is based. All claims not made in writing and received by UIP within the specified time period will be deemed waived.

8. LIMITATION OF LIABILITY: THE EXCLUSIVE REMEDY TO WHICH UIP MAY BE SUBJECT BY REASON OF ANY BREACH OF WARRANTY OR IN CONNECTION WITH ANY GOODS SUPPLIED BY UIP OR BY REASON OF ANY BREACH OF AGREEMENT WILL BE FOR DAMAGES, AND THE AMOUNT OF DAMAGE FOR WHICH UIP WILL BE LIABLE WILL BE LIMITED IN ACCORDANCE WITH THE PROVISIONS HEREOF. UIP'S LIABILITY FOR ANY AND ALL LOSSES AND DAMAGES TO PURCHASER OR ANY OTHER PERSON RESULTING FROM ANY BREACH OF ANY WARRANTY BY WHICH UIP MAY BE BOUND, FROM ANY DAMAGED OR DEFECTIVE GOODS SUPPLIED BY UIP (REGARDLESS OF WHETHER ANY SAID DEFECT WILL BE DISCOVERABLE OR LATENT), FAILURE TO DELIVER, BREACH OF AGREEMENT OR ANY OTHER CAUSE WHATSOEVER, INCLUDING UIP'S NEGLIGENCE, WILL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE PARTICULAR GOODS WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED, OR AT THE ELECTION OF UIP, THE REPAIR OR REPLACEMENT OF DEFECTIVE OR DAMAGED GOODS. IN NO EVENT, INCLUDING A CLAIM OF NEGLIGENCE, WILL UIP BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES AS DEFINED IN SECTION 2-175 OF THE UNIFORM COMMERCIAL CODE.

Without limitation to the foregoing, in no event will UIP be liable for the loss of use of the product, process, plant, equipment or facilities of the purchaser or the end-user, whether partially or wholly due to defects in material and/or workmanship and/or design by UIP's product, and in no event will UIP be liable for expenses necessary to remove or reinstall any product supplied by UIP or for any damage to other property or equipment resulting from such removal or installation.

Damage resulting from improper storage, improper handling, improper installation or improper application of product will not be considered by UIP as its liability.

UIP will not assume any expense or liability for repairs or modifications made to its products outside its facilities, without its written consent. Equipment and accessories supplied by other manufacturers are not warranted.

9. DELIVERY: Time of delivery is based on UIP's best judgment in accordance with conditions prevailing at the time of quotation and is subject to confirmation or modification at time of order acknowledgement. Quoted time of delivery commences when UIP receives authorization to

proceed with fabrication after agreement on the specifications and approved drawings (if drawing approval is required) at the manufacturing facility. Deliveries quoted are subject to prior sale.

10. FAILURE TO DELIVER: UIP attempts to ship all products within the time quoted. But UIP does not guarantee to do so, and all such delivery quotations are subject to delays occasioned by causes beyond UIP's control. UIP will not be responsible for delays in deliveries or failures to deliver due to causes beyond its control, including, without limitation, labor troubles, fires, accidents, floods, hostilities, equipment breakdown, or inability to obtain necessary labor, material or manufacturing facilities. In the event of any such delay, the time of delivery will be extended to a period equal to the time lost by said reason of the delay.

UIP may, during any period of shortage due to any of said causes beyond its control, prorate its supply of products among all of its customers in such a manner as may be deemed equitable in the sole judgment of UIP.

11. INSPECTION: When orders are accepted subject to customer's inspection, the products must be inspected and accepted at UIP's manufacturing facility.

12. CANCELLATION OR CHANGES: Orders that have been received by UIP are not subject to cancellation, change in specification or change in time of delivery acceptance except on terms acceptable to UIP. Cancellation of orders for products of special design, size or material will not be accepted. Other cancellations, changes in specifications or changes in time of delivery acceptance are allowed only through written permission from UIP, which permission may be conditioned upon reasonable cancellation charges, in the event of cancellation, or an equitable price adjustment in the event of changes in the specification or changes in time of delivery acceptance.

13. RETURN GOODS AUTHORIZATION: Written permission from UIP's manufacturing facility must be secured prior to the return of goods for credit. A reasonable charge will be made to cover the cost of restocking and/or reconditioning returned goods to saleable condition unless otherwise agreed.

14. CLERICAL ERRORS: UIP reserves the right to correct clerical or stenographic errors or omissions in quotations, acknowledgements, invoices or other documents.

15. CHANGE OF DESIGN: UIP reserves the right to change or modify product design or construction without prior notice, and without incurring any obligation to make such changes or modifications on products previously or subsequently sold.

UIP

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