

STANDARD TERMS OF SALE



Eggers Industries

Date: March, 2012

1. **Purpose and Acceptance of Order** – These terms are presented to avoid a misunderstanding between the customer and the vendor. Our acceptance of your order is expressly conditioned upon your confirming the accuracy of your order as acknowledged and your acceptance of our terms and conditions set forth. Our terms and conditions may be different from or additional to the terms of your purchase order.
2. **Price** – These prices are based on the order as written, not necessarily on your inquiry or original quotation. Prices as shown on the acknowledgment are final and will be invoiced on the date of shipment.
3. **Cancellation of Order** – Upon cancellation of an order in process, billing will be made to the customer for all work and materials expended up to the cancellation date. The order will be completed and/or materials shipped only at specific request of the customer. It is the manufacturer's option to use any materials from a cancelled order elsewhere, anytime following the cancellation of the order, and cancellation charges are based on this option.
4. **Damaged Material** – This material will be carefully inspected and in good condition when accepted by the carrier. If damage occurs, it is your responsibility to immediately notify the transportation company to make an inspection prior to discarding packaging material. If packaging material is damaged, you must make the request upon receipt of the materials. The customer must not sign an inspection receipt that puts responsibility of damage on the shipper because of insufficient protection of materials without the consent of the shipper. If you feel the damage occurred prior to shipping, or is our responsibility, contact our company representative. The packaging material must be saved for our inspection. We will accept full responsibility for damaged material only if all of the above procedures are followed.
5. **Freight Allowance** – All quotations made with freight allowance are FOB Factory and based on method of shipment quoted. Should the customer request an alternate method of shipment, additional freight charges will be assessed.
6. **Required Customer Information** – If the customer fails to supply adequate hardware machining information or fails to agree on a finish sample, the company reserves the right to credit the charges for these items and ship the door without pre-machining or pre-finishing the product.
7. **Appearance** – All doors must be visually inspected for face grade, color, match, and other defects by the customer prior to further work or installation. If manufacturing defects are detected after staining or sealing, no additional coat of finish may be applied without approval of the manufacturer. We are responsible for repairing or replacing material as originally furnished, but not refinishing or reinstallation if the defect could be detected prior to further work or installation.
8. **Sanding Prior to Finishing** – Prior to field applied finishes, doors must be sanded. The finisher should thoroughly sand the doors with 150-grit sandpaper going with the grain direction of the veneer. A hand block should be used to remove all scuffs, handling marks, scratches, raised grain, burnishes and effects of exposure to moisture that may occur during handling, unloading and storage.
9. **End Matching** – An end match variation of grain pattern is considered acceptable for face of panels of 3/8" and back of panels of 7/8".
10. **Storage and Installation Conditions** – It is the responsibility of the customer to store and install the product in an enclosed area where the relative humidity is maintained between 25% and 55%. Certain veneers such as Cherry, Mahogany, Teak, Walnut, etc. may be damaged if exposed to either sunlight or forms of artificial light. Cover doors to keep clean and avoid discoloration with an opaque covering which does not permit light to penetrate during storage or staging. Covering must allow for air circulation. If doors are to be stored for more than one week, all edges should be sealed.
11. **Industry Standards** – For items not covered by these Standard Terms of Sale, these industry standards apply:
 - a. Hardwood Plywood Veneer Association (HPVA), or
 - b. Window & Door Manufacturers Association (WDMA), or
 - c. Architectural Wood Institute (AWI), or
 - d. Woodwork Institute (WI)
12. **Warranty** – Our sole and exclusive warranty to you under this contract is that the goods sold pursuant to this Contract will be as described and be free of any defects in parts and workmanship, if used under normal circumstances and in accordance with any instructions given to you. Except as expressly provided to the contrary in paragraphs 10 and 11. **WE EXPRESSLY DISCLAIM ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSES OF THE BUYER AS PROVIDED BY THE UNIFORM COMMERCIAL CODE.** It is also agreed that our remedies to you for your breach under this Contract shall consist of the following, any or all of which may be exercised by us at our sole option and no others:
 - a. Repair the product without charges to you,
 - b. Replace the product without charge in the same stage of installation and/or finishing as originally supplied to you, or
 - c. Refund the purchase price.If requested by the customer, only an Eggers Warranty will be issued for the project upon receipt of full payment as acknowledged by Eggers.

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13. **Consequential Damages** – In the event that we breach this Contract, we shall not be liable to you for any consequential damages arising out of such breach. In the event that any other term of this Contract is found unconscionable or unenforceable for any reason, or the remedies identified in paragraph 12 above fail of their essential purpose, the provision of waiver by agreement of consequential damages shall continue in full force and effect.
14. **Shipping Delays** – We are excused from performing any of our obligations under this Contract which are prevented or delayed by any occurrence not within our control, including, but not limited to, destruction or damage to the goods of our manufacturing plant, strikes or other labor matters, floods, fire, accidents, riots, explosion, or any regulations, rules, ordinances or orders of any governmental authority, federal, state, or local.
15. **Choice of Law** – The terms, rights, and obligations under this Contract shall be construed under the laws of the State of Wisconsin.

Revision Charge

Changes to an acknowledged order, which could include: requiring re-coordination or re-entry but not started in production

\$125 per order plus the cost of rework, restock, etc.

Changes to an order that is in production

\$250 per order plus the cost of rework, restock, etc.

Cancellation Charge

Orders not started in production

\$100 per order plus the cost of rework, restock, etc.

Order that is in production

\$200 per order plus the cost of rework, restock, etc. as well as labor expended

All Fast Track Orders

\$200 per order plus the cost of rework, restock, etc. as well as labor expended



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**Stile & Rail Doors, Door Frames,
Plywood, Veneered Components**

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