Terms & Conditions

The following terms and conditions apply without exception to all sales by Special-Lite®, Inc. ("Special-Lite").

1. **Sole Terms.** No term or condition on Buyer's purchase order or any other instrument, agreement or understanding (unless expressly referred to on the face of Special-Lite's estimate and/or acknowledgment) shall be binding upon Special-Lite unless agreed to in writing.

2. **Estimates/Prices.** Special-Lite's estimate is firm only if at the time of order the estimate is within the stated period of validity or, if no period is mentioned, sixty (60) days from the date the estimate was issued. Buyer must request shipment of the entire quantity of goods ordered within three (3) months from the date of order. For orders shipped within three (3) months from the date of order, Special-Lite's current pricing at the time the pricing acknowledgment is issued to the customer shall apply. In cases where Buyer requests a shipment date greater than three (3) months from the signed pricing acknowledgment, orders are subject to all applicable price adjustments since the date of the signed pricing acknowledgment. Material surcharges are subject to change based on market conditions.

3. **Errors.** All stenographic and clerical errors are subject to correction.

4. **Termination.** If all or part of the Sales contract is terminated, and if there is no contrary written agreement between Special-Lite and Buyer, Buyer shall pay termination charges in the amount equal to the greater of:

   a. Ten (10) percent of the net sales price, or

   b. The price provided in the Sales Contract for all Purchased Items assembled prior to the termination of the Sales Contract, plus, the expenditures made and liabilities incurred by Special-Lite in connection with any portion of the Purchased Items not yet completed.

5. **Payment Terms and Security Interest.** Credit terms provided upon review and approval of Special-Lite Accounting Department, please contact the credit department if you have any questions. Accounts exceeding terms of sale are subject to restrictions on new order entry or shipments of existing orders. Past due invoices subject to finance charge at maximum legal rate allowed. In the event this account becomes delinquent, purchaser agrees to pay all expenses, including collection fees, court costs, legal and administrative expenses, attorney fees paid or incurred by Special-Lite, Inc. in endeavoring to collect sums due and owing by the purchaser. Venue at sole discretion of Special-Lite, Inc. If, in Special-Lite's opinion, there is a material, adverse change in Buyer's financial condition or if Buyer has not, within the agreed time, fully paid for Purchased Items shipped under this or any other agreement with Special-Lite, Special-Lite reserves the right to revoke Buyer's credit, to require shipment cash in advance (C.I.A.), and/or suspend performance on this and/or other Sales Contracts and/or future shipments. Buyer hereby grants Special-Lite a purchase money security interest in the equipment until the full purchase price is paid, and Buyer appoints Special-Lite as its attorney-infact for the purpose of filing any documents necessary or desirable to perfect such security interest in any applicable jurisdiction.

6. **Shipments.** Terms are F.O.B. Special-Lite's place of business at Decatur, Michigan or Benton Harbor, Michigan. Buyer shall pay all shipping, special packing and handling costs and shall bear the risk of loss after Special-Lite completes delivery of the Purchased Items to the carrier.

7. **Sales or Use Taxes.** Any such tax or charge shall be paid by Buyer unless Buyer furnishes Special-Lite with exemption certificates acceptable to the appropriate taxing authority.

8. **Shipment.** Shipment schedules are approximate and are based on conditions existing at the time of Special-Lite's conditional acceptance of Buyer's Purchase Order. Special-Lite shall in good faith attempt to effect shipment by the date specified, but Buyer agrees that Special-Lite shall not be responsible or liable for any damages, or any delay in delivery, or any failure to deliver Purchased Items in quantities and at times specified. In such cases, Special-Lite reserves the right to terminate the Sales Contract or to reschedule delivery within a reasonable time, and Buyer agrees that such termination or rescheduling shall not be considered a breach of the Sales Contract. In no event shall Special-Lite be liable for incidental or consequential damages resulting from failure to meet requested delivery schedules.

9. **Returns.** All returns of Purchased Items shall be made in strict compliance with Special-Lite's Return Policy as may be in effect from time to time, a written copy of which is available to Buyer upon request.

10. **Storage Fees.** If Buyer requests deferral of shipment, or fails to provide information, material, or documentation required by this Sales Contract and as a result Purchased Items are placed in storage, storage fees will commence immediately following the scheduled ship date unless extended in writing. The Buyer will be charged a storage fee at Special-Lite's prevailing rate at the time. These charges will be invoiced to Buyer separately from the actual shipment, and shall be paid in full by Buyer within thirty (30) days of date of invoice.

11. **Specifications.** It is the responsibility of the Buyer to determine, at time of order entry or after all revisions, whether Special-Lite materials and products meet the job and/or product specification and requirements.

12. **Laws & Building-Safety Codes:** Laws and building and safety codes governing the design and use of Special-Lite products vary widely. Special-Lite does not control the selection of product configurations, operating hardware, or glazing materials and assumes no responsibility for their selection. It is the responsibility of the buyer to determine at the time of order entry or revision, whether Special-Lite materials and products meet the federal, state, and local law interpretation and regulations relating to the American Disabilities Act (ADA) and any other federal or local statutes.

13. **Nonconforming Goods.** Special-Lite reserves the right to cure any shipment of nonconforming Purchased Items, and Buyer's remedies for nonconforming Purchased Items shall be limited to, at the option of Special-Lite, return of the goods and repayment of any portion of the purchase price paid or the repair or replacement of the nonconforming Purchased Items. Purchased Items shall be deemed accepted when received by Buyer and any revocation of acceptance must be made in writing within thirty (30) days after receipt of the Purchased Items, specifying the reason for revocation of acceptance.

14. **Special-Lite Limited Warranty.** Special-Lite, Inc. warrants the Special-Lite® Doors (certain product exclusions apply*), Frames, Panels, Hardware, and Toilet Partitions that it manufactures to be free of defective materials and faulty workmanship, and as conforming to our customers' written purchase order guidance, for a period of ten (10) years from date of shipment. This warranty covers repair or replacement of product at our discretion and payment of approved labor charges as necessary to effect such repairs or replacement.

    Claims relating to the conformance of doors, frames, panels, and toilet partitions, to purchase order, must be submitted in writing to Special-Lite, Inc. within 30 days after receipt by buyer.

    Factory Installed Hardware: Special-Lite also warrants for a period of 10 years that:

    a. Hardware is installed in accordance with hardware manufacturer's specifications and instructions.

    b. Hardware is securely mounted and, in normal usage, will not separate from the door.

    Field Installed Hardware: Special-Lite makes no warranties of any kinds as to hardware which is installed in the field by non Special-Lite personnel.

    Upon receipt of warranty claim, Special-Lite will determine whether the warranty applies and if so, Special-Lite will determine, in its sole discretion, whether repairs of replacement will be done at the factory or in the field. Special-Lite's liability under this limited warranty is in all events limited to repair or replacement of the defective product and in no event shall Special-Lite be liable for lost profits, or consequential, incidental or punitive damages of any sort, whether based on tort, breach of contract, or breach of Special-Lite's warranty.

    Disclaimer of Implied Warranties. This limited warranty is in lieu of and replaces all other express or implied warranties, including but no limited to an implied warranty of fitness for a particular purpose and an implied warranty of merchantability.

15. **Patents.** Special-Lite shall defend and hold Buyer harmless from and against all claims and proceedings alleging direct infringement of any United States patent by goods manufactured and sold hereunder by Special-Lite, provided Special-Lite is promptly notified in writing of such alleged infringement and is given authority, information and assistance (at Special-Lite's expense) necessary to defend or settle said claim or proceeding.

16. **Sole Remedies.** Buyer's sole remedies are as provided herein. In no event shall Special-Lite be liable for any costs of Buyer's cover, or for any indirect, special, consequential, incidental, or punitive damages of any sort, whether based on tort or breach of contract and/or warranty.

17. **Default.** Special-Lite shall have the unrestricted right, upon written notice to Buyer, to declare a default hereunder and to terminate this Sales Contract if any of the following events occur:

    a. Buyer's failure to comply with any of the provisions, terms and conditions of this Sales Contract, including without limitation, Buyer's failure to timely pay for any Purchased Items delivered to Buyer;

    b. Dissolution, insolvency, appointment of a receiver, assignment for the benefit of creditors or the commencement of any proceeding under any bankruptcy or insolvency laws by or against the buyer; or

    c. Special-Lite's determination, in its sole discretion, that Buyer's financial condition is such as to endanger Buyer's performance hereunder.

18. **Remedies Upon Buyer's Default.** Upon Buyer's default and Special-Lite's written notice thereof to Buyer, every obligation of Special-Lite hereunder shall immediately terminate and Special-Lite shall have all rights and remedies existing at law or in equity, including but not limited to those provided by the Uniform Commercial Code as adopted in Michigan.

19. **Preservation of Rights.** Buyer agrees that Special-Lite's forbearance, delay or failure to exercise any right or remedy hereunder shall not constitute a waiver of such right or remedy and that Special-Lite's exercise or partial exercise of any right or remedy shall not preclude further exercise of such right or remedy or any other right or remedy.

20. **Costs of Enforcement.** Buyer agrees to pay Special-Lite's reasonable expenses, including reasonable attorney's fees,incurred in enforcing the terms herein.

21. **Applicable Law.** The Sales Contract shall be governed by the laws of the State of Michigan.

22. **Severability of Clauses.** Buyer agrees that the invalidity or unenforceability of any of the clauses or terms herein shall not affect the validity or enforceability of any other clauses or terms.

23. **Additional Terms and Conditions.** Special-Lite, Inc. reserves the right to change these warranties at any time.

*The Hollow Metal Replacement FRP Door (HMR-FRP) and Interior Architectural Products each carry a separate warranty. All warranties specific to the products ordered are issued after completed purchase. Please refer to the official warranty statement for your specific order for complete warranty coverage.