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## General Terms and Conditions of Purchasing & 1 Year Manufacturer's Warranty

### **1. General Provisions**

1.1 These Conditions are binding if they have been declared applicable in the offer, or in the confirmation of an order, and if the Buyer does not dispute the applicability of these General Terms and Conditions in writing within five days of placing their order with Carl Stahl DecorCable Innovations, Inc. herein referred to as the Seller.

1.2 If any provisions or terms in the General Terms and Conditions of Purchasing are deemed to be contrary to law, then only that provision shall be deemed severable and considered an independent covenant and shall not affect the remaining terms and conditions of purchasing.

1.3 The parties acknowledge that these conditions of purchasing constitute the complete and exclusive agreement between the parties, whether or not a signature is obtained from the Buyer, and that the same shall supersede all other proposals, written or verbally communicated including all other communications between the parties. Terms and conditions, whether contained in purchases confirmation, purchase order, shipping release forms or elsewhere, inconsistent with or in addition to the terms and conditions stated herein are expressly objected to by the Seller unless specifically agreed to by Seller in writing, and Buyer's acceptance of delivery of all or any part of the goods shall constitute acceptance of the terms and conditions of the sale contained herein.

1.4 Provisions of the Buyer to the contrary are valid only to the degree they have been expressly accepted in writing by the Seller. As such, the terms hereof may be amended, modified, terminated, or waived only in writing and when agreed to by both the Seller and the Buyer prior to purchase.

### **2. Conclusion of Contract - Extent of Deliveries and Services**

2.1 The Contract between the Buyer and Seller goes into effect upon receipt of the confirmation of order in writing from Seller. Additionally, the request to start production by written confirmation from the Buyer via email or other means of acceptable communication, whether or not an official purchase order or letter of intent has been submitted to the Seller, shall constitute acceptance of the terms contained herein.

2.2 The deliveries and services of Seller are set forth in their entirety in the confirmation order, including any enclosures thereto.

2.3 Data in leaflets, catalogs, brochures, and technical documentation are not binding without express agreement and are provided for general specification and material identification purposes only.

2.4 In the absence of any agreement to the contrary, Seller retains all rights to plans and technical documentation handed over to the Buyer.

### **3. Quotations and Prices**

3.1 Any prices shown on the Seller website or pricelists obtained from the Seller are simply price indications. The right is expressly reserved to change prices at any time prior to purchase and execution of the sale. At minimum, pricing can change annually based on raw material, transportation costs and other factors that may affect the cost of finished goods.

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3.2 Unless otherwise agreed, all quotations are made for prompt acceptance and any terms quoted therein are subject to change without notice after thirty (30) days from the date quoted unless specifically stated otherwise on the quotation. Any pricing which may be available at the time a quotation is made is subject to prior sale.

3.3 Unless they are expressly itemized in the quote, prices do not include any state or local sales taxes or any other taxes or duties. In the absence of any other express agreement, all additional costs related to an order shall be carried by the Buyer, including, shipping and packing costs, costs for freight, insurance, transit, import, and other permits, certifications, all types of taxes, contributions, fees, customs duties, and the like, which are charged in connection with the Contract. Refer to Section 4 for specific tax liabilities.

3.4 Quoted shipping charges are just an estimate and the actual final shipping charges may vary from the original quote based on final weights and dimensions of the shipment, as well as the final method of shipping selected.

3.4 Buyer is uniquely responsible for the review and approval of quoted quantities and prices, designs, material production drawings and specifications, plans, and any other specifics carefully before placing an order. For larger projects that require drafting services or engineering support from the Seller, each page of any critical drawings, shop drawings, or elevations must be signed by the Buyer prior to ordering and before the start of any production. Buyer also acknowledges that all measurements provided by Seller are typically precisely noted in metric units, and any conversions made to imperial units of measure by the Buyer or Seller may be described by nominal or rounded numbers due to decimal and fractional values as a result of such conversions.

3.5 Unless specifically communicated otherwise by Seller, all orders, including both stock and custom materials are considered final upon receipt and cannot be changed or canceled once submitted. As detailed in Section 9 of this document, Custom material or merchandise is not returnable.

3.5 At the sole discretion of Seller, orders for Custom material or merchandise may require a substantial advance payment ("Deposit") at the time of order acceptance. The amount of any required Deposit shall be communicated at the time of quotation and finalized at the sales order stage.

3.6 Samples and prototypes can be provided for demonstration purposes. All samples and prototypes ship via UPS Ground or USPS Mail at no charge to prospective Buyer. Express delivery is available at an additional cost.

3.7 Custom prototypes are also available and will be invoiced or prepaid and are not returnable or refundable. Mock-up material can be ordered for larger projects provided that all mock-up orders are paid in full prior to production. Buyer is responsible for the freight on mock-up orders. Once an official Purchase Order for the project is accepted by the Seller, the cost of the mock-up materials, excluding the freight charges, shall be credited back to the order.

3.7 Our pricing is in US Dollars and FOB Seller's distribution center in Illinois.

#### **4. Payment Conditions and Terms, Sales Taxes**

4.1 We accept company checks, EFT, and major credit cards only. Under no circumstances will orders ship COD.

4.2 Credit card payments exceeding \$20,000 will incur a 3.0% service charge or the maximum lawful rate per state regulations.





4.3 Orders over \$10,000 require a 50% deposit to secure raw materials and begin production, and the remaining 50% is due before materials are released for export or domestic shipping. Buyer may not cancel any order, domestic or overseas, after a deposit for production has been submitted and is responsible for the entire balance once the order is complete.

4.4 All domestic orders must be paid for in full before they leave Seller's distribution center in IL. All overseas orders must be paid in full before they leave Seller's overseas factories.

4.5 Unless otherwise expressly agreed to, and upon credit approval, Seller's payment terms are net thirty (30) days from date of invoice on approved accounts only. Buyer shall pay all reasonable attorney fees, costs and expenses incurred by or on behalf of Seller for any actions taken to collect monies due by Buyer to Seller. Deposits may still be required on certain projects even when payment terms are in place and will be at the Seller's discretion.

4.6 If the Buyer does not respect the payment terms, Buyer shall without reminder, pay interest starting from the due date amounting to 18% per year or the maximum lawful rate, which shall be assessed on all amounts that remain unpaid after the date on which payment is due. The right to assert further damage is reserved. Additionally, late fees can be assessed, and Buyer's account placed on credit hold. Any and all additional production shall also be put on hold at Seller discretion. Buyer acknowledges that regardless of whether Buyer has received payment from others with regard to the goods, Buyer shall pay Seller on a timely basis pursuant to the terms of this agreement.

4.7 Failure to pay any invoice in full within the terms specified in such invoice will void all warranties, express or implied, regarding any material or product listed in such invoice, until such time that the invoice has been paid in full. Any claims, shortages, or deductions for erroneous charges must be made by the Buyer in writing within 48 hours after receipt of goods, or services, or shall be deemed waived.

4.8 Sales Tax, if applicable, will be calculated and added to your order once it is placed. Sales tax is calculated according to the delivery address of your order. If your order is tax exempt or for Resale, please supply the necessary certificates before placing your order. In the event that sales tax is not charged on the order, or the incorrect amount was charged, and Seller needs to adjust final invoicing, Buyer expressly agrees to be responsible for the eventual calculation and payment for any applicable Use Tax.

## 5. Reservation of Property Rights

5.1 Seller remains the owner of its entire deliveries until it has received full payment in accordance with the Contract.

5.2 Seller shall exercise its right to pre-lien, and ultimately issue mechanics liens on any shipments due to nonpayment, and will do so based on project size and scope. As such, job information may be collected from the Buyer prior to shipping.

## 6. Term for Delivery

6.1 The applicable term for delivery follows from the confirmation of order in writing from Seller. The term for delivery begins as soon as the Contract is concluded, and the essential technical points have been clarified and settled.

6.2. Shipment schedules are given as accurately as conditions permit and every effort will be made to make shipment as scheduled. Buyer acknowledges and agrees that Seller will not be responsible or liable for deviations in meeting shipping schedules nor any losses or damages to Buyer (or any third party) by deviations in the shipping schedule, whether due to strikes, lock-outs, acts of God, fire, flood, inclement weather, shortages or failure of raw materials, supplies, power, transportation, breakdown of equipment, or any other causes beyond Seller's reasonable control. If all or part of the goods to be delivered from inside or outside of the continental borders of the United States are not available for any reason, then Seller may in its reasonable discretion replace the same with like goods but shall be under no obligation to do so. If like goods





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are not available, then Seller shall notify Buyer within a reasonable period of time and as Buyer's sole and exclusive remedy Seller shall give Buyer a credit based upon the original unit price.

6.3 In the absence of any other express agreement or shipping instructions from Buyer, Seller will use its discretion in selecting carriers and/or methods of shipping. Special crates or handling charges may apply to oversize or custom orders.

6.4 Any orders that are not scheduled for shipment within 7 days of arrival to Seller's distribution center, or 7 days after domestic production has been completed, will be subject to storage and handling fees. The rates for storage and handling will be based on the storage size of the shipment in cubic feet, not the product size. Storage size takes into account crates, boxes, pallets, spools and similar packaging required to safely store goods and will be invoiced accordingly each month until the Buyer arranges shipment of goods. The rate of storage accrues at a cost of \$5 per cubic foot per day.

## **7. Transfer of Benefit and Risk, Insurance**

7.1 Benefit and risk are transferred to the Buyer upon departure of the deliveries ex-factory at the latest.

7.2 Transportation takes place in principle at the risk of the Buyer. However, Seller takes out transportation insurance. Special requests with regard to transportation and insurance shall be communicated from Buyer to Seller at time of order. Complaints and any damages in connection with the shipment or transportation are to be sent by the Buyer to the last carrier and to Seller immediately upon receipt of the deliveries or the shipping documents.

## **8. Examination and Acceptance of Deliveries**

8.1 The Buyer must examine the deliveries within 48 hours from receipt thereof and inform Seller in writing without delay of any deficiencies, shortages and claims of shipping breakage or damage (obvious or concealed). If Buyer or Buyer's Agent fails to do so, the deliveries and services are considered to be approved.

8.2 Photos are necessary at time of material arrival for all freight claims. Absence of pictures of damages will void any and all freight claims made by the Buyer. Buyer must keep all original packaging material until the Seller has provided instructions on how to proceed in the claim. Buyer must also follow and assist in all claims procedures as stated by the carrier, as each carrier may have unique time constraints and requirements.

8.3 Seller will make every effort to reasonably correct the reported deficiencies as quickly as possible, and the Buyer must give Seller an opportunity to do so.

8.4 Installation of materials is acceptance of material "as is." If for any reason the goods are said to be defective, nonconforming, or the wrong goods have been shipped, Seller must be given reasonable time to conduct its own investigation and determined that the goods are in fact defective. Seller shall have no liability to Buyer unless such inspection and notice are made timely. Said notice shall specify all defects and nonconformities, and include, but shall not be limited to, any claim that goods shipped are incorrectly sized, colored, packed, not matching prior shipment, etc. Seller's liability with respect to such claims is limited to accepting the return of the goods before installation and then only after Seller has been properly notified as provided above, shall have the right to supply substitute goods within 60 days after such claim, then Seller shall have no further liability to Buyer whatsoever. Under no circumstances shall Seller have any responsibility for the improper installation of the goods or for cost of installation or removal of any defective goods, or goods perceived by Buyer to be defective, or the reinstallation of substitute goods. Additional warranty and liabilities are noted specifically in Section 10.

## **9. Return of Goods**

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9.1 Ordered and correctly delivered "non-custom goods" may be returnable within 30 days of original invoice with prior authorization from Seller and at Seller's discretion. The returned goods must be unused, in mint condition and in original unopened packaging. Before return, Buyer must receive a Return Authorization "RA" number from Seller. All returns must have the RA number clearly shown on the packaging. A 25% restocking fee will be charged on all returns of non-custom products.

9.2 In the case of "custom goods", i.e. cable assemblies, custom fittings, mesh netting, large quantities as defined by Seller, goods from overseas, special order domestic products, final sale or discontinued goods as well as other items marked for clearance, are not returnable. Used, installed, altered, cut, chemically cleaned, coated, or damaged parts or cables will not be taken back, nor qualify for a credit.

9.3 The expense of returns is always that of the Buyer and should be insured for the original value of said goods. Credit will only be applied to goods that qualify under these terms and that are returned in their original new or like new condition that are inspected after arrival back to Seller's distribution center and deemed suitable for resale.

## **10. Guarantee, Limited Warranty and Liability of the Supplier**

10.1 The Buyer has no rights and claims because of deficiencies of any kind in deliveries or services other than those specifically mentioned below in this Section 10. Other liability and guarantee provisions expressly agreed in the individual Contract are reserved.

10.2 Seller, as the material supplier only, and having no relation or responsibility to the installation, storage, or handling of the materials supplied, warrants that its products will be free from manufacturing defects upon delivery and will comply with the provisions of Seller's order acknowledgments, but only to its immediate Buyer, and shall not be liable for any mistakes, errors, omissions, or poor workmanship related to installation.

10.3 The guarantee period for manufacturing deficiencies is one (1) year. This period begins with the departure of the deliveries ex-factory. For replaced or repaired parts, the guarantee period recommences and lasts one (1) year from the replacement or conclusion of the repair.

10.4 Seller undertakes to fix or replace, as it may choose, as quickly as possible, at the request of the Buyer in writing, all parts of the deliveries of Seller which are proven to have become damaged or unusable owing to poor material, faulty manufacture, or deficient execution up to the expiration of the guarantee obligation. Replaced goods revert to the property of Seller. The guarantee expires prematurely if the Buyer or a third party carries out inappropriate modifications or repairs, or if the Buyer, should a defect occur, does not immediately take all suitable steps to restrict the damage and give Seller without delay the opportunity to eliminate the defect.

10.5 If Seller expressly assured the Buyer of special properties for the ordered goods, this assurance applies only until expiration of the guarantee period, other expressed agreements being reserved. If the assured properties are not fulfilled, or only partially, the Buyer first has a claim to appropriate rectification by Seller, for which purpose the latter is to be granted the necessary time. If the rectification is not successful, or only partially, the Buyer has a claim to a reasonable reduction of the price. The Buyer is not entitled to any further claims.

10.6 To the fullest extent permitted by law, this warranty supersedes all other statutory warranties and is the only warranty provided for the products ordered. Every warranty claim must be made immediately upon discovery, in writing, and within a reasonable time. This guarantee will be voided if any warranty claims are not made in writing within 30 days of the discovery of the fault. Each product and component included in the shipment(s) received must be examined before being installed. This guarantee is also void if there are visual flaws or nonconformities that were visible before installation.

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10.7 Any other warranties, express or implied, including warranties of fitness for a particular purpose or application are disclaimed by Carl Stahl DecorCable Innovations Inc. No other employee, representative, or agent of Seller has the authority to create any other warranty or representation, either oral or written, regarding any of Seller's products. The sole and exclusive remedy in contract, tort, and otherwise for any breach of warranty, express or implied, shall be the replacement of goods like for like, similar alternative in look and performance, or reimbursement of the purchase price of the defective goods, at the discretion of Seller's option.

## **11 Defects and Non-conformities for Consideration**

11.1 A defect is described as a shortcoming in the product's ability to perform to its specifications as revealed in product or trade literature, while remaining within the industry's permissible tolerances as outlined in common, national industry regulations, building codes, and guidelines. All maintenance recommendations must be observed, as noted on Seller's website, marketing and Information and Maintenance Guide.

11.2 Pitting, Galvanic, Crevice and Contact corrosion may be inherent and unavoidable, and may or may not compromise the finish and overall product appearance or performance of goods. These types of corrosion may be caused as a result of jobsite conditions and installation practices which are outside of Seller's control and would not be covered under this warranty.

11.3 Because raw materials and manufacturing techniques are inherently variable, all products are subject to standard and reasonable variances. Any product sold or provided by Seller shall be deemed accepted by Buyer upon delivery as per the terms outlined in Section 8.

11.3 Seller will only take into consideration warranty requests that are backed up by proper documentation, and scientific testing from the original Buyer proving the existence of manufacturing flaws and/or finish defects that are not a result of outside influence or naturally occurring characteristics of the materials supplied. This warranty is not applicable to misuse by the Buyer, Buyer's agent, end user, installer, or other trades at the jobsite. Misuse includes but is not limited to: careless handling and storing of products, physical abuse, abrasion, any type of scratching, gouging, or denting of the product, chemical abuse, natural discoloration, rust, corrosion of any parts or components that make up the finished product, or are in contact with the finished product, changes in finishes inherent to the materials used and those that are naturally characteristic of 316 stainless steel, normal wear and tear based on the location and manner in which the product is installed, acts of god, damages due to improper tools, tension, installation flaws, or installation methods that don't follow industry standards or Seller's recommendations, as well as codes and common practices.

11.4 Supply of additional products to help remedy claims is not an admission of product default or defect of any kind.

11.5 When passivation, coatings, or protection of finished goods is required or desired, Buyer must specifically notify Seller prior to ordering materials and prior to any production begins. The Seller is under no obligation to determine the necessity of, or make recommendations, regarding passivation, coatings, or other types of treatments or protection.

## **12 Hold Harmless and Indemnification**

12.1 Seller in no case shall be held liable for, any special, indirect, incidental, consequential, punitive damages, or losses, including any loss of income, taxes, interest, penalties, delay damages, profits, or business opportunity, regardless of whether Seller has been advised of the possibility of such damages or losses. The limitations and exclusions of liability herein do not apply to the extent that they are prohibited by applicable law.

12.2 Buyer acknowledges and agrees that the disclaimers of warranty and limitations on liability provided are essential to the agreement between Buyer and Seller; that Seller would not have entered into the purchasing agreement but for these





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provisions. Any claims against the manufacturing quality of products received from Seller must be filed no later than one (1) year from the date of the first delivery of goods. If Buyer fails to file a claim within the guarantee period, it will be deemed as a waiver of any and all claims against Seller. Excluded from the guarantee and liability of Seller is damage which is proven not to be the result of poor material, faulty manufacture, or deficient execution, e.g., the result of natural wear and tear, deficient or improper handling, or other reasons for which Seller is not responsible.

12.3 Seller shall not be liable under any circumstances for consequential or incidental damages or secondary charges including but not limited to personal injury, labor cost, a loss of profits resulting from the use of said products or from said products being incorporated in or becoming a component of any other product.

12.4 Buyer shall defend, indemnify and hold the Seller, its agents, officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Buyer in performance of this Agreement, except for injuries and damages caused by the sole negligence of the Seller.

12.5 All instances of breach of contract and the legal consequences thereof, as well as all claims of the Buyer, regardless of the legal grounds on which they are based, are definitively regulated in these Terms and Conditions. All not explicitly mentioned claims to damages, diminution, termination of the Contract, or withdrawal from the Contract are excluded. In no case do claims of the Contract exist for replacement of damage which has not occurred on the delivered object itself, such as especially cessation of production, losses of use, loss of orders, lost profits, and other direct or indirect damage. Liability of Seller for any sort of consequential damage is excluded.

12.6 This exclusion of liability does not apply to unlawful intention or gross negligence of auxiliary personnel. Moreover, the exclusion of liability does not apply to the extent that compulsory law is opposed thereto.

**THIS WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR OTHERWISE, AND NOT REPRESENTATION OF WARRANTY, EXPRESSED OR IMPLIED, MADE BY ANY SALES REPRESENTATIVE OR OTHER AGENT OF CARL STAHL DECORCABLE INNOVATIONS INC. IN NO EVENT WILL CARL STAHL DECORCABLE INNOVATIONS INC BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

### **13 Applicable Law**

13.1 This agreement will be governed by and construed in accordance with the laws of the State of Illinois. The validity, interpretation and performance of this agreement shall be governed in all respects by the laws of Illinois. Any action, proceeding, or claim against Seller arising out of, or relating in any way to this agreement shall be enforced by the State of Illinois.

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