

■ Appendix B

NorthClad™ Terms

Terms and Conditions of Sale

1. **PRICE.** Unless we (Herein Northclad™ Rainscreen Solutions) state otherwise in writing, all prices are FOB our facility. We will add freight charges to the stated prices. Also, unless you (Herein the buyer) have sent us a valid resale certificate, we will add sales tax to the stated price.
2. **PAYMENT.** All sales are cash before production, except on approved credit. Unless we state otherwise in writing, payment for credit sales is due 30 days after the invoice date, less a one percent (1%) discount for cash payments received within ten days of the invoice date. All late payments shall be assessed a late fee of one and one half percent (1.5%) per month, or the highest rate allowed by law.
3. **ORDERING.** You are responsible for accuracy of verbal orders, unless we receive a written confirmation prior to fabrication. You must mark the written confirmation “CONFIRMING ORDER - DO NOT DUPLICATE” or you will be responsible for duplicated orders.
4. **DELIVERY.** Unless we state otherwise in writing, we will ship all materials to you “Freight Collect” or you may arrange for a pick up at our plant. You must submit any freight claims to the carrier.
5. **DELAYS.** If you request that we delay an order, we will still proceed to invoice you for the order and payment must be received by the due date noted on the invoice. You will also be responsible for storage charges. Additionally, you shall assume all risk of damage to the stored material.
6. **RETURNS.** You shall not return any material unless we authorize the return in writing. Returned material must be unused, undamaged, and in the original packaging. If we authorize you to return the material, you will be required to pay a fifteen percent (15%) restocking fee.
7. **WARRANTY.** We warrant that the products are free from defects in material and workmanship for a period of ninety (90) days from the date of the shipment. This warranty is conditioned upon the proper use and application of the products. We will not warrant products which have been modified without our express written approval, or which have been improperly used or applied. You must notify us during the warranty period of any alleged defect in material or workmanship, and allow us a reasonable opportunity to inspect the product. In addition, warranties may be available from the panel skin manufacturers. Please inquire about your particular product.
8. **MATERIAL MANUFACTURE WARRANTY.** Northclad™ panels are available in a wide variety of finishes and materials. As such, there are a wide variety of warranties concerning the enduring appearance of the panel skin, which may be designed to retain color or to patina. The panel skin is often warranted separately from the panel system. Please ask for a sample warranty for your particular product. Kynar® painted aluminum panels or composites typically carry a 20 year finish warranty. Anodized or natural materials typically carry a lesser warranty.
9. **REMEDY.** If we determine that the products are defective, we will repair or replace them. If repair or replacement is not practical we may, at our option, refund the purchase price for such material. **THIS IS YOUR ONLY REMEDY FOR DEFECTIVE PRODUCTS.**
10. **LIMITATION OF LIABILITY; EXCLUSION OF CONSEQUENTIAL DAMAGES.** Our total liability for all claims of any kind shall not exceed the purchase price paid. We shall not be liable to any person or entity for any incidental or consequential damages, including lost profits or lost use of material. We shall not be liable to any person or entity for claims for property damage or personal injury. **THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OR MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, WHICH EXTEND BEYOND THE ABOVE DESCRIPTION.**
11. **ATTORNEY FEES.** In the event that a dispute arising regarding an order, the yielding party shall pay the prevailing party all reasonable attorney fees and costs.