

submittals. In the event the appropriate machining template is not provided, the door will be produced without face machining.

Changes: All **purchase order** changes must be made in writing to & K H P 3 U X I. No purchase order changes will be accepted by & K H P 3 U X I until a signed acknowledgement issued by & K H P 3 U X I is returned by the customer. Acknowledgements will be mailed or faxed to customers within ten (10) working days after receipt of change request. **Customer's orders changed after release for production shall incur a 25% of invoice fee or, full reimbursement for labor and materials plus 10%, whichever is greater.**

Cancellations: Customer orders cancelled prior to release for production shall incur a 15% cancellation fee. Customer orders cancelled after release for production shall incur a 25% cancellation fee plus a charge for all work in progress at time of cancellation.

Schedules: & K H P 3 U X I shall make every effort to accommodate customers shipping schedule. Estimated dates for delivery shall be provided at the time the customer order is released for production. Under no conditions shall & K H P 3 U X I be liable or have any obligation for incidental, liquidated, or consequential damages for delays in delivery.

Freight: Unless otherwise stated on Acknowledgement or agreed in writing prior to shipment, all purchases shall be F.O.B. Chem-Pruf. Plant, prepay and add to customer invoice. Quotations, in writing only, include estimated freight; the customer assumes full responsibility for possible overages. If special routing is desired, full instructions should be noted on customer purchase order. Unless otherwise agreed to in writing, purchaser assumes responsibility for shipped items once they leave & K H P 3 U X I Plant. All damage must be noted by consignee's receiving department immediately upon receipt of product. Consignee shall make *all* freight claims. As far as practicable, & K H P 3 U X I will assist the consignee in filing any freight claims. However, receipt of freight damaged product does not absolve the customer of payment within terms of invoiced charges.

Storage: Handling and storage of doors & frames after receipt is the responsibility / liability of the customer. It is recommended that the doors be stored indoors in a vertical position, clear of the floor, with blocking between the doors to permit air circulation between the doors and prevent damage to the door faces. Rain/water or condensation must not be allowed to collect or lay between stored doors. Do not wrap in plastic sheeting as it will promote condensation formation within. Permanent discoloration can result. Failure to comply with the receiving and reporting instructions shall void the & K H P 3 U X I Warranty.

Services & Installation Selling price of & K H P 3 U X I products does not include any post-shipment services such as installation or assembly. Installation instructions are shipped with all & K H P 3 U X I products. Further installation information is available upon request or on our web page www.zzz-fkhpsuxi.com

Remediation: Please refer to the & K H P 3 U X I Statement of Warranty for product remediation.

Payment/Terms: All items sold net 30 days unless otherwise agreed in writing. & K H P 3 U X I reserves the right to place any customer on C.O.D. terms at any time if customer has invoices outstanding for 60 days or more. All invoices outstanding for more than 90 days may be referred to a collection agency.
Contractors & Resellers: unless previously agreed in writing, & K H P 3 U X I does not recognize nor is it bound to the terms and conditions of *your* customer's contract or agreement with third parties. **A service charge will be calculated on a monthly basis for all amounts due in excess of 30 days at 1.5% per month on the unpaid amount due.**

Taxes: All applicable taxes, **duties**, shall be the responsibility of the Customer. The Customer will pay any taxes not invoiced.

Specifications: & K H P 3 U X I products do not, unless specifically agreed in our acknowledgement, comply with local, state, or federal ordinance or any contract specification.

Warranty: Please refer to the & K H P 3 U X I Statement of Warranty for product warranty coverage and limitations.

Other Terms: & K H P 3 U X I reserves the right to improve products, make changes in specifications, designs and standard equipment without prior notice and without incurring obligation. Unless agreed to explicitly in writing, **all** terms, outlined above, shall govern the sale of & K H P 3 U X I products.