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### **Terms and Conditions of Sale**

**Quotations:** Formal quotations will be prepared for **each** inquiry. Quotation packages shall consist of a description, price, and the specific configuration of items quoted. **CUSTOMERS** shall verify the completeness of information provided. Under no circumstances shall Chem-Pruf be responsible for additional items not on the specific quote whether implied or otherwise suggested. Quotes provided by Chem-Pruf are valid for thirty (30) days unless otherwise noted on the specific quotation. If an order is received for an expired quotation, Chem-Pruf may re-price the order based on current pricing levels.

**Orders:** All customer purchase orders are subject to written *acceptance* by Chem-Pruf in the form of an Acknowledgement. Acknowledgement will be mailed or faxed to customers within ten (10) working days after receipt of customer purchase order. Acknowledgements of customer purchase orders requiring submittal drawings or submittal packages will be mailed with the package except as otherwise stated in acknowledgement. **NOTE:** no submittal packages shall be produced until receipt of customer purchase order is in writing. **No verbal purchase orders will be accepted.**

**Work Approval:** No work will start or production time will be scheduled on any customer purchase order (including ordering or reserving materials) until Acknowledgement is returned signed, until submittal package has been approved, and/or customer purchase order is released for production in writing by customer. Any customer **purchase** order not released for production within 60 calendar days from issuance may be re-priced by Chem-Pruf based on current pricing levels unless specifically agreed to, in writing, by Chem-Pruf.

**Machining:** Standard machining for hardware is limited to the following:

#### DOORS

- Mortises for hinges
- Door edge machining for cylindrical locks and/or cylindrical deadlocks
- Door face machining for cylindrical locks and/or cylindrical deadlocks consisting of one 2 1/8" diameter bore, backset from the edge of the door by 2 3/4".
- Machining the lock pocket for a mortise lock
- Machining the door edges of a double door for standard flush bolts

#### FRAMES

- Mortises for hinges
- ASA Strike(s)

If additional hardware machining is desired (i.e. machining the function holes for mortise locks, machining function holes for exit devices, etc.) the customer must supply a machining template with all function holes clearly marked for each door mark. A copy of a hardware schedule will not be acceptable under any circumstances. The appropriate hardware template must accompany the returned submittal and the submittal must be marked to indicate that a machining template is attached. Chem-Pruf will not be responsible for following up with any customer, contractor, hardware manufacturer or distributor in an attempt to secure hardware machining templates that are not provided or are not properly marked with the returned

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 Chem-Pruf. No purchase order changes will be accepted by Chem-Pruf until a signed acknowledgement issued by Chem-Pruf 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:** Chem-Pruf shall make reasonable efforts 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 Chem-Pruf be liable or have any obligation for actual, 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 Chem-Pruf plant. Any and 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, Chem-Pruf 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 Chem-Pruf warranty.
- Services & Installation** Selling price of Chem-Pruf product does not include any post-shipment services such as installation or assembly. Installation instructions are shipped with all Chem-Pruf products. Further installation information is available upon request or on our web page [www.chem-pruf.com](http://www.chem-pruf.com).
- Remediation:** Please refer to the Chem-Pruf Statement of Warranty for product remediation.
- Payment/Terms:** All items sold net 30 days unless otherwise agreed in writing. Chem-Pruf 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, Chem-Pruf 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:** Chem-Pruf products do not, unless specifically agreed in our acknowledgement, comply with any local, state, or federal ordinance or any contract specification.
- Warranty:** Please refer to the Chem-Pruf Statement of Warranty for product warranty coverage and limitations.
- Other Terms:** Chem-Pruf 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 Chem-Pruf products.