

WinTech Standard Terms and Conditions

1. This order is subject to WINTECH's standard terms and conditions as set forth below, and together with these terms and conditions is referenced to below as "this agreement".
2. It is understood and agreed that the merchandise described in this Agreement is specially manufactured or fabricated to order, and will be paid for by Purchaser in accordance with these Terms and Conditions.
3. Payment terms are Net 30 days from WINTECH's invoice date or as otherwise agreed to in writing by WINTECH.
4. Purchaser will pay interest to WINTECH on all past due invoices at the rate of one and one half percent (1 ½%) per month or the maximum percentage permitted by law. Purchaser will pay all third party collection costs including attorney fees and expenses if such actions are necessary to collect payment from purchaser. All past due accounts will be subject to being placed on strict credit hold which may include removal of Purchasers pending orders from WINTECH's production schedule.
5. Terms of this Agreement and the enforcement of same will be governed by the laws of the State of Missouri.
6. If Purchaser's order is exempt from sales tax, a sales tax exempt certificate approved by WINTECH must be on file prior to the order being produced. Should the required certificate not be on file prior to invoicing, tax will be charged to Purchaser's order and payment in full expected accordingly, and Purchaser bears sole responsibility for requesting a refund from Purchaser's appropriate state agency.
7. WINTECH will not be responsible for errors in this Agreement made by any person, or representative not in the direct employ of WINTECH.
8. WINTECH is not liable for any consequential, indirect, or incidental damages, or any lost profits or lost savings, even if a WINTECH representative has been advised of the possibility of such loss, damages, claims or costs, nor is WINTECH liable for any claim by any third party. WINTECH's aggregate liability under or in connection with this Agreement is limited to the amount paid for the goods.
9. WINTECH hereby disclaims any statements, representations, or warranties of any kind whatsoever made by WINTECH'S sales representatives to Purchaser, except as specifically incorporated in this Agreement. Purchaser agrees that this Agreement constitutes the entire contract between WINTECH and Purchaser relating to the goods described herein and that there are no promises, agreements, conditions, understandings, inducements, warranties or representations, oral or written, express or implied, between WINTECH and Purchaser other than as set forth herein.
10. If window orders are to be produced per approved shop drawings, then approved shop drawings will take precedence over all other documents associated with the manufacture of this order. WINTECH will manufacture material per approved shop drawings ONLY.
11. If window order are to be produced per approved shop drawings, WINTECH will not be responsible for any delays in shipment of goods caused by defects in the plans or specifications nor for conflicts between the structural drawings and the architectural drawings. WINTECH has not completed a review of the structural drawings before giving its Sales Order Acknowledgement.
12. All finishes may vary in color shading and gloss, and Purchaser agrees to abide by standard industry variations.
13. **When WINTECH is responsible for freight charges**, pricing will be F.O.B ship to address. WinTech will correct freight damages and /or shortages and file a claim with the freight carrier-and the damages must be noted on the Proof of Delivery (POD) at the time of delivery. Risk of loss will pass to purchaser upon delivery of the goods to the ship to address. All packing materials used to secure the goods in the freight carrier's trailer shall be removed and disposed of by the Purchaser at the delivery site. Once replacement product has been received by the Purchaser WINTECH will file the freight claim and the Purchaser can dispose of the damaged product 90 days after the receipt of the replacement order.
14. **When WINTECH is NOT responsible for freight charges**, pricing will be F.O.B. Monett, MO. The Purchaser will be responsible to correct freight damages and /or shortages, and to file a claim with the freight carrier. Risk of loss will pass to the Purchaser upon delivery of goods to the freight carrier.
15. Unless specifically mentioned and included in this Agreement, WinTech will not be responsible for federal, state, county, or municipal sales tax , any duties, use or similar taxes, fees or assessments, or any insurance costs.
16. WINTECH does not include erection, erection fasteners, caulking, caulk stops, blocking, shims, unloading, or any fieldwork, unless specifically mentioned and included in this Agreement.
17. It is agreed that WINTECH shall not be subject to any liquidated damages, charges, back charges, penalties or liability whatsoever of any kind for delayed delivery due to strikes, slow-downs, floods, fires, accidents, contingencies of transportation, embargoes, inability to obtain raw materials, or any other causes beyond the control of WINTECH.
18. WINTECH will not be responsible for or pay for any job-site or field-work, repairs, corrections or modifications unless authorized in writing by WINTECH.
19. Should WINTECH be required to store finished material at Purchasers request, Purchaser agrees to reimburse WINTECH for all storage fees and costs incurred by WINTECH and pay for the material being stored in full and within WINTECH's Net 30 day terms, or within optional terms agreed to in writing by WINTECH.
20. The price agreed to by WINTECH in this Agreement is based on cost of aluminum and other basic materials to WINTECH in effect on the date of this Agreement. If Purchaser refuses to accept delivery within sixty (60) days from the date of this Agreement, then the payment due WINTECH for the goods sold under this Agreement shall be increased one percent (1%) for each one percent (1%) increase in the cost of basic materials to WINTECH.
21. Production of the goods covered by this Agreement has been scheduled by WINTECH and an estimated shipping date has been assigned. It is understood and agreed that the ship date is an estimated date. WINTECH will endeavor to comply with this date, however, WINTECH will not be subject to any charges, back charges, penalties, liquidated damages, or liability whatsoever for failure to comply with said date.
22. WINTECH'S standard warranty becomes effective on final ship date of the goods ordered under this Agreement, unless otherwise agreed upon.
23. WINTECH warrants that at the time of delivery the goods sold to Purchaser under this Agreement will conform to WINTECH's published product specifications, and will be covered by WINTECH's standard, published written warranty in effect at the time. To receive the benefits of this warranty, Purchaser must act in accordance with WINTECH's published warranty claim process. **THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
24. These terms and conditions as recited herein shall supersede any conflicting terms in any other contract document and are hereby considered acknowledged and accepted by Purchaser.
25. WinTech's liabilities associated with this project shall not exceed the contract and/or purchase order value of this project.
26. WinTech will not be responsible for damages to windows and/or finished product delivered to customer that are not protected from the elements and/or other construction trades.