

WinTech Standard Terms and Conditions

1. The attached Sales Order Acknowledgement submitted by the Purchaser named below is hereby accepted by WINTECH, subject to the terms and conditions set forth below, and, together with these Terms and Conditions, is referred 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 due 30 days from invoice date.
4. Purchaser will pay interest to WINTECH on all overdue or delinquent amounts invoiced at the rate of one and one-half percent (1 ½ %) per month or the maximum legal interest rate. Purchaser will pay WINTECH'S reasonable attorney fees and expenses, if legal action is necessary to collect payment from Purchaser. All past due accounts will be subject to being placed on credit hold, which may include removal of 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. The products and/or services included in this Agreement are specified by and approved by Purchaser, who assumes full responsibility for any errors or omissions in specifying or ordering same. WINTECH assumes full responsibility for the accuracy of shop drawings prepared by WINTECH, however, Purchaser assumes full responsibility for errors or omissions in data furnished to WINTECH from which WINTECH prepares shop drawings. Purchaser assumes full responsibility for the engineering and accuracy of the customer supplied shop drawings.
11. 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. 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 when unloading is complete.
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 Purchaser's request, Purchaser agrees to reimburse WINTECH for all storage fees actually incurred by WINTECH, and pay for the material being stored, in full, within WINTECH'S standard Net 30 day terms. Storage fees for fabricated product will start accumulating at two weeks beyond the designated ship date of Purchaser's order.
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. WINTECH requests that Purchaser sign and return the following acceptance to WINTECH. Whether or not Purchaser returns the acceptance, unless Purchaser objects to any of the terms and conditions contained herein within five (5) business days after receipt of this Agreement, Purchaser will be deemed to have accepted all of the terms and conditions contained herein. The Terms and Conditions recited herein shall supersede any conflicting term in any other contract document. Any of the Purchaser's Terms and Conditions in addition to or different from the terms and conditions stated in this Agreement are objected to and shall have no effect.

ACCEPTED BY: _____ COMPANY: _____

DATE: _____

By: _____

Print Name: _____

Title: _____