

Storefront Doors USA Corp.
STANDARD TERMS AND CONDITIONS OF SALE

The following terms and conditions shall apply to any and all sales of goods and services by Storefront Doors USA Corp. ("SFD"). Any suggested exceptions shall be submitted in writing and shall not be effective unless agreed to by SFD in writing. Any attempt to substitute or add any additional or conflicting terms and conditions is hereby expressly rejected, and shall be of no force or effect. All orders are subject to acceptance by SFD. Signature or other authorization by Purchaser to furnish any goods or services constitute acceptance of these terms and conditions. NOTE: SFD's Invoice Schedule and Payment Terms as defined below are subject to the final approval of SFD. Any deviation from these standard terms and conditions may affect other quoted terms, including without limitation, price and/or delivery.

1. Price and Payment

All prices are in United States currency, and do not include any taxes, duties, freight charges, insurance, handling charges, and fees unless specifically itemized in the proposal. The Purchaser may provide to SFD a valid tax exemption certification; if not, SFD reserves the right to charge the Purchaser sales tax, good and services tax, and/or other transaction tax/duty/fee applicable to this purchase. Prices are those in effect at the time of order or earlier when set forth in the proposal and are firm for a period of fourteen (14) days or longer if stated in the proposal, after which such prices are subject to change. All additional charges will be invoiced as a separate charge or line item to be paid for by Purchaser.

All invoices shall be due upon receipt.

SFD may charge interest on any and all amounts unpaid after the invoice due date. Such interest shall be calculated at the rate of the lesser of (i) one and one-half percent (1.5%) per month or part thereof, or (ii) the highest rate permitted by law. SFD may, at its option, refuse to deliver or perform services if the financial condition of Purchaser becomes impaired or is unsatisfactory in the discretion of SFD, or if Purchaser is delinquent in the payment of any account to SFD.

2. Invoicing

Product, Sale Invoicing

100% One hundred percent of the total purchase price will be invoiced before shipment of the product from SFD.

3. Delivery

Goods shall be delivered Ex Works from SFD's designated facility. Liability of loss or damage to goods shall pass to Purchaser upon SFD's delivery of the goods to a carrier for shipment to Purchaser.

4. Returns and Exchange Credits

All returned parts are subject to acceptance by SFD at SFD's designated return location. Purchaser shall not return any parts actually delivered to Purchaser without the consent from SFD. Items returned are subject to a 20% restocking fee based on List Price. Purchaser must return the exchangeable part within thirty (30) days of receipt of the new part and arrange for shipping the return unless SFD provides a prepaid shipping label with the Return Authorization. Any part that is not repairable will be returned or discarded at the Purchaser's expense. Purchaser is responsible for shipping charges on any orders cancelled during transit. In the event items are refused purchaser is responsible for returned shipping charges.

5. Warranty

SFD warrants to Purchaser that all goods and services supplied hereunder, which are manufactured by either SFD will be free from defect in material or workmanship and conform to SFD's published specifications for the applicable Warranty Period below. Should any defect appear during the Warranty Period, SFD shall, if given prompt notice by Purchaser, correct such nonconformity by, in SFD's sole discretion, either (i) repair, or (ii) repair or replacement of the nonconforming goods.

Unless a different period is set forth in the body of the proposal in which these terms are incorporated or otherwise mutually agreed by the parties, Warranty Period means:

(a) Doors and windows, one (1) year from delivery;

(b) For finish, two (2) years

The foregoing warranties are subject to revocation in SFD's sole discretion in the event that Purchaser or a third party: (i) modifies the goods in any way without the express written consent of SFD; (ii) misuses or employs such goods in a manner that is not in accordance with their function; (iii) has the goods repaired, serviced or reworked by any party other than SFD or authorized by SFD; or (iv) damages the goods in any manner through any means.

The foregoing warranties also are subject to revocation or modification in SFD's sole discretion in the event that Purchaser uses or transfers the goods outside of the country. In such event, SFD may charge Purchaser, at prevailing prices, for shipping, and parts necessary to service such goods.

Repairs or replacements to original goods shall not renew or extend the warranty period of such goods. Replaced goods or parts become the property of SFD. SFD reserves the right to use refurbished parts for both warranty and non-warranty repairs. Prior to requesting that SFD provide any warranty services hereunder, Purchaser shall ensure that the relevant equipment has been properly installed, located.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF QUALITY OR PERFORMANCE, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

6. Limit of Liability

SFD's SOLE AND EXCLUSIVE LIABILITY HEREUNDER SHALL BE TO REPAIR OR REPLACE GOODS OR PARTS THEREOF, FOUND TO BE DEFECTIVE OR NONCONFORMING WITHIN THE WARRANTY PERIOD. IN NO EVENT SHALL SFD BE LIABLE TO PURCHASER FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER IN CONTRACT, TORT, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO DAMAGES RELATED TO LOSS OF PROFITS OR REVENUE, LOSS OF USE OF THE GOODS OR ANY ASSOCIATED EQUIPMENT, COST OF SUBSTITUTE GOODS OR SERVICES, DOWNTIME COSTS, OR OTHER DAMAGES OR PENALTIES TO PURCHASER OR ITS CUSTOMER REGARDLESS OF WHETHER SFD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. Cancellation

Upon cancellation of this order, Purchaser shall pay to SFD the following amounts: (1) the purchase order price for all goods and services to the extent completed in accordance with this order and not previously paid for; (2) any and all costs (including legal fees and judgments) incurred by SFD as a result of the cancellation of subcontracts related to this order; (3) a reasonable profit if not otherwise paid in full; and (4) SFD's carrying costs on such cancelled goods and work in progress until resold, such amounts to be billed to Purchaser on a monthly basis and to be payable immediately upon receipt of such billing. In lieu of the foregoing, and at SFD's sole discretion, SFD and Purchaser may negotiate a single payment in settlement of Purchaser's cancellation. This cancellation provision shall not preclude SFD from exercising any other remedies that it may have at law or in equity. Notwithstanding the above, custom door and window orders shall not be subject to cancellation and Purchaser shall be responsible for payment of the full purchase price.

8. Delays and Force Majeure

Neither SFD nor Purchaser shall have any liability to the other or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control including, without limitation, acts of God or nature, act of government or insurrections, fires, floods, tornadoes, pandemics, strikes (including labor trouble or other industrial disturbance), war, acts of terrorism, embargoes or blockades, legal restrictions, or power, communication, satellite or network failures. In the event of any such occurrence, SFD, at its option, shall be excused from performance hereunder or entitled to equitable contract adjustments to be mutually agreed upon.

9. Compliance with Laws

Purchaser will comply with any and all laws and regulations applicable to the use, transportation, re-sale or export of the goods, services provided by SFD, and acknowledges that export of such items may require that Purchaser obtain an export license from the appropriate authority.

10. Choice of Law and Jurisdiction

These terms and conditions shall be construed according to the law of, and any dispute shall be decided in the State of Georgia.