

TERMS and CONDITIONS

1. All published prices of DKS materials are shown as list price subject to discount for DKS approved vendors. All taxes by any governmental agency are in addition to the sale price of the material and are the responsibility of the approved purchasing vendor. All prices are subject to change without notice. Prices given are F.O.B. DKS warehouse at Commerce, California, and does not include freight or special handling services.
2. All orders are subject to availability and may be cancelled by the ordering party within 36 working hours following notification of receipt. All orders are considered individual transactions and must be accompanied by a valid purchase order issued by the customer. A minimum \$75.00 charge will be applied for any changes made to an existing order.
3. Loss or damage of material conveyed to the customer by use of public cartage or carrier is the responsibility of the consignee (customer). Materials must be inspected by the consignee upon delivery and any damage found **MUST BE NOTED** on the Bill of Lading/Proof of Delivery RECEIPT. Filing or notification of freight claims against public conveyance is the obligation of the customer.
4. Return of Merchandise: Claims for shortages and/or incorrectly filled orders must be filed with DKS Steel Door & Frame Systems, Inc. within 10 days of receipt of material. Price adjustments must also be made in writing to DKS within 30 days from receipt of invoice. No returned goods will be accepted without written approval from DKS. Credit will be based upon written authorization by DKS. Such returns must be prominently marked with the return goods authorization number and shipped prepaid. Returns, if approved, are subject to a minimum restocking charge of 20% for unopened stock product and must be received in new material condition. Non stock materials and special orders are not returnable. Under no circumstances will DKS accept liability for incidental or consequential damages. Charge-backs will not be allowed. No cash refund given, exchange or replacement only.
5. Credit terms for all materials invoiced to the customer are 1% discount – 15 days, net 30 days, without hold back or retainage.
6. DKS Material Warranty: DKS doors and frames shall be warranted by manufacturer for a period of one year for all cold rolled prime painted products. Galvanized prime painted products shall be warranted for a period of 10 years. For either product, the warranty begins from date of first delivery from the manufacturer. The warranty is based upon the product being used with the application of hardware for which it was designed and that standard industry recommendations for installation, maintenance, and use are followed; including but not limited to, painting, adjustment, and normal use. This warranty is limited to the replacement or repair at the option of the manufacturer.
7. **AUTHORITY OF TERMS AND CONDITIONS:** The terms mentioned herein are the only terms DKS will honor, and any exceptions must be approved and confirmed by an officer of DKS Steel Door & Frame Systems, Inc. Terms and Conditions of buyer's purchase orders will not be honored unless an agreement is reached in writing beforehand. DKS has the right to refuse credit to anyone, or has the right to refuse to fulfill any orders. No representations, arrangements or agreements not appearing on the order shall be binding upon DKS.