

Design Millwork Specialties LLC. Terms, Conditions and Procedures Policy

- I. Terms and Conditions between Design Millwork Specialties LLC. and customer. From this date forward these are the Terms and Conditions and Procedures set by Design Millwork Specialties LLC. which will identify, product identification, guarantee, quality standards, invoicing, purchase orders, knife grinding, delivery date and price.
- II. Product Identification: All purchase orders produced by customer will include product quantity, product description including common grade description. Item description will include profile number and or size. Purchase orders that do not include these specifications will not be accepted. Products requested to be purchased by a specific supplier will include the suppliers product identification and grade. All sales are final. Any product refused or ordered in error due to improper product grades or quantities will be charged twice the dollar value. Design Millwork Specialties LLC is not responsible for improper product descriptions and or grades provided by customer or lacked customer specifications.
- III. Design Millwork Specialties LLC. will guarantee all products with proper product identifications and grade specifications. Design Millwork Specifications LLC is not responsible for natural defects in product material. Discrepancies must be identified within 24 hours from date of delivery. Products will be replaced item for item due to manufacture errors only. Non visual errors or defects located on any surface not viewed once installed and dose not sacrifice product integrity is not replaceable. Product specifications that will not include these errors or defects is identified in section VII. All guarantees will be honored, past, present or future as long good faith standards are established by Design Millwork Specialties LLC and customer. Any transaction, agreement, contract or arrangement not in good faith, past, present and future may not be honored and Design Millwork Specialties LLC is not responsible for problems that transpired because of said occurrences. Design Millwork Specialties LLC is not liable for any legal damages due to bad faith occurrences.
- IV. All transactions will be originated with the use of purchase orders. Purchase orders will include item and product description, terms and delivery date. Quantity and product identification including common product grade. Design Millwork Specialties LLC will not guarantee timely delivery of purchase orders where proper form procedures have not been followed.
- V. All purchase orders provided by customer will be charged \$25.00 per cutting inch or 50% of knife grinding price which ever is greater. All custom knives not identified by a profile number and supplied by Design Millwork Specialties LLC will require a knife design drawing and signed copy with approval by customer. Design Millwork Specialties LLC is not responsible for any errors in knife design or grinding errors with or without drawing specifications. It is the responsibility of the customer to request said drawings.
- VI. Design Millwork Specialties LLC will not guarantee delivery dates with out advanced authorization. Delivery dates are subject to change due to acts of God, improper documentation by customer or actions outside of Design Millwork Specialties LLC control. Fees, penalties, fines or related cost are not authorized by

customer for late delivery with out prior documentation and approval by Design Millwork Specialties LLC.

- VII. All prices are subject to change without notification. Any prices agreed upon by Design Millwork Specialties LLC and customer may change due to market fluctuations. Design Millwork Specialties LLC reserves the right to use any supplier available. Customer provided specifications above and beyond material grades may be charge additional fees and may be reflected in item price. All product lengths are manufactured in 8' standard lengths. Lengths longer than standard, requested on purchase orders may be charged additional fees for over standard lengths. Pricing arrangement or agreements or contracts will be provided on a separate form. Products manufactured defect free on all surfaces may be charged extra fees and be identified on the purchase order in price and product description.
- VIII. Design Millwork Specialties LLC is not responsible for past, current or future Terms, Conditions and Procedures Policy errors, omissions or typographical errors. Design Millwork Specialties LLC reserves the right to change its policies at any time without notice. Viewing of these policies and procedures is the responsibility of the custom and Design Millwork Specialties LLC does not guarantee delivery of said policies and procedures without customer request. All current policies and procedures are available to customers on request.