

GENERAL TERMS AND CONDITIONS

Ver. 2024.01.12

1. PRICING

- a. List prices are effective on the date appearing on the cover and are subject to change without notice. List Prices are subject to discounts in effect at the time orders are acknowledged in writing.
 - I. If, under any law now or hereafter passed, the seller is required to pay a tax on sales or an excise tax, the amount of these taxes will be added to the invoice value.
- b. Errors or omissions are subject to correction.
- c. All quoted jobs must clearly reference the quote number on the purchase order to receive special quoted prices.
- d. Delivery – Unison Hardware, Inc. (“INOX”) will not be responsible for any loss or damage resulting from delay in filling orders caused by fire, flood, strikes, differences with workers, government regulations, accidents, transportation delays, shortages of materials, or other causes beyond our control.
- e. Materials – Should raw material prices rise substantially it may become necessary to add a surcharge by material type at the time of shipment. Orders are processed in order of receipt but lead times will vary in relation to production specifications. Errors or omissions in published prices are subject to correction.

2. PAYMENT

- a. Unison Hardware, Inc. (“INOX”) will provide an invoice by email to customer once products have been shipped. Printed copies are only available upon request.
- b. Customer shall make payment in US Dollars to INOX according to the invoice amount without any other deduction, credit or set off within 30 (Thirty) Days of the date of invoice; or otherwise in accordance with such credit terms as may have been agreed in writing between INOX and the Customer.
- c. If a payment by check incurs a NSF (non-sufficient funds) bank charge a \$50.00 fee will be added to the account.
- d. INOX is not obliged to accept orders from any Customer who has not supplied INOX with references satisfactory to INOX. If at any time INOX is not satisfied as to the creditworthiness of the Customer, it may give notice in writing or electronically to the Customer that no further credit will be allowed to the Customer, in which event no further goods or services will be delivered or provided to the Customer other than against advance cash payment; and all amounts owing by the Customer to INOX shall be immediately payable.
- e. Customer accounts unpaid at the expiration of 90-days from the date of invoice will be subject to a late payment charge of 2% per month of the total balance or the highest rate permissible by law if less. Also, accounts unpaid after 90-days will be subject to C.O.D. shipments. Accounts unpaid after 90-days will be placed for collection. All collection charges, attorney fees, and court costs will be added to the amount due.
- f. Discount level, credit limit and payment terms will be re-evaluated for accounts unpaid 3 times at expiration of 90-days from the date of invoice.

- g. Prepayment Terms: Payment must be received in full before shipments are released.
 - I. All Customer accounts are on prepayment term until credit application is submitted and approved. A credit application form must be filled out and is subject to approval before any credit payment terms are extended to Customers.
 - II. For special order items, a deposit may be required before production starts.
 - III. For orders over Customer's credit limit, prepayment of the difference must be collected before order is accepted.

3. MINIMUM ORDER CHARGES

- a. Orders with a net value of less than \$50.00 are subject to a \$5.00 handling fee added to the invoice.

4. MINIMUM ANNUAL PURCHASE REQUIREMENTS FOR ACTIVE ACCOUNT

- a. A minimum annual purchase amount of \$7500.00 is required to maintain an open account with INOX.

5. PRODUCT CHANGES

- a. INOX reserves the right to make changes or improvements in design, material, parts, or specifications, as well as to discontinue products at any time.

6. SHIPPING AND FREIGHT CHARGES

- a. All shipments are F.O.B. Sacramento CA. Shipping is prepaid to the contiguous U.S. on orders having a value of \$1,000.00 net with standard discount. Freight prepaid on orders of \$2,500 net or more to Alaska, Hawaii and Canada. Shipping and Freight prepaid on shipments of \$2,500 net or more for projects with deeper than standard discounts. Any other international destination shipping and/or freight to be quoted. Any request for shipments not falling under these guidelines may be subject to a handling charge.
- b. INOX will not provide consignee or third-party freight billing.
- c. Requests for shipping methods other than Ground, e.g., Next Day, 2 Day, 3 Day, etc., must be made in writing.

7. ORDER CANCELLATIONS

- a. Any orders for made-to-order and/or non-stock goods accepted by INOX are non-cancellable except with prior written consent, and if consent is granted will be subject to a service charge based on the manufacturing expenses incurred. Under no circumstances will non-stock, made-to-order or discontinued product be accepted for return unless due to INOX error.

8. RETURN GOODS AUTHORIZATION POLICY

- a. No credit will be issued for returned goods unless such return is authorized directly by INOX. A minimum 30% handling and restocking charge will be assessed in connection with the return. Shipping and Freight terms will be specified on the return goods authorization forms.



Return goods must be in resaleable condition or goods will be destroyed and no credit will be issued. No goods will be accepted for return after 6 months. No return goods authorization will be issued for less than \$25.00.

9. WARRANTY RETURNS

- a. A credit in the amount of the original purchase order will be issued after the returned product is inspected and the defect is found to be valid.

10. DELIVERY AND INSPECTION

- a. Customer will inspect all product deliveries immediately upon receipt. INOX will assume acceptance of delivered product if not notified within 5-days of receipt of product.

11. CLAIMS

- a. All claims should be submitted to INOX as follows:
 - I. All claims for pricing adjustments must be submitted within 30-days of invoice date.
 - II. All claims for order quantity discrepancies must be submitted within 5-days of receipt of product.
 - III. All claims for damaged material prior to acceptance by customer must be submitted within 5-days of receipt of product.

12. LIMITED WARRANTY

- a. Subject to the limitations of liability set forth below, Unison Hardware, Inc. (“INOX”) warrants to first purchaser that the products which INOX sells under the “Unison” and/or “INOX” trademark/s and/or trade names are free from defects in workmanship and materials under normal use and regular service and maintenance from date of delivery.
- b. This is the sole and exclusive warranty given by INOX with respect to the products and is in lieu of any and all other warranties, express or implied, arising by operation of law or otherwise. All implied warranties, including but not limited to the warranties of merchantability, non-infringement and fitness for a particular purpose, are hereby excluded.
- c. This warranty does not cover defects or damage arising from improper installation, incorrect application, lack of or improper maintenance, improper storage, shipping and handling, excessive wear and tear, misuse, abuse, accident, unauthorized service, or use with unauthorized products or parts. INOX warrants its products from the date of delivery for a period as follows:

	Residential		Commercial	
	Interior	Exterior*	Interior	Exterior*
Mechanical	10-Year	3-Year	1-Year	1-Year
Electronic	2-Year	1-Year**	1-Year	1-Year**



Finish	Stainless Steel	10-Year	3-Year	3-Year	1-Year
	PVD	<u>10 Year</u>	3 Year	3-Year	1-Year
	CeraMax	10-Year	3-Year	3-Year	1-Year
	Powder Coating	10-Year	3-Year	3-Year	1-Year
	EletroPlated	2-Year	1-Year	1-Year	1-Year
	Living Finish	N/A	N/A	N/A	N/A
	Unlacquered				

*Exterior means doors facing outside of the property but with overhang.

Completely exposed under the weather is not included in this warranty unless it has an IP65 Outdoor Rating. ** Only when products with IP65 outdoor rating.

- d. The sole and exclusive liability of INOX under this warranty or otherwise, shall be limited to the repair or replacement of any product or component part which shall prove defective to the original purchaser from INOX. INOX will not pay for the costs or repair performed other than in accordance with this warranty. INOX shall not be liable for damages caused by delay in performance and in no event, regardless of the form of the claim or cause of action (whether based on contract, infringement, negligence, strict liability, other tort or otherwise) shall INOX's liability to purchaser and/or its customers exceed the price paid by purchaser for the specific products giving rise to the claim or cause of action. Purchaser agrees that in no event shall INOX's liability to purchaser and/or its customers extend to include incidental, consequential or punitive damages resulting from use of these products or arising out of any breach of this warranty. The term "consequential damages" shall include, but is not limited to, loss of anticipated profits, business interruption, loss of use or revenue, cost of capital or loss or damage to property or equipment. The foregoing limitations and exclusions are intended to be effective to the maximum extent permitted by law. This warranty is governed by the law of the State of California without regard to its conflicts of law principles. INOX and purchaser agree that the United Nations Convention on Contracts for the International Sale of Goods and the United Nations Convention on the Limitation Period in the International Sale of Goods shall not apply to sales of the products covered by this warranty.
- e. Written notice of a product believed to be defective as covered by this Warranty should be sent to Unison Hardware, Inc. (INOX), 6 Wayne Court, Sacramento CA 95829 within 30-days from the discovery of the alleged defects, and should include the purchaser's name and address, identification of the product, and brief description of the defect. Upon receipt of such notice, INOX will inform the purchaser where to ship such product, shipping charges prepaid, for examination. In the event such examination reveals a defect covered by this warranty, INOX will, at its own option, repair or replace the product, and return it or the replacement to the purchaser, with charge only for transportation.

The completion, signing and submission of this Agreement by Customer to INOX for consideration of a credit account constitute understanding and acceptance of this Agreement's terms and conditions.

SIGNATURE

NAME:	
DATE:	
TITLE:	