



## TERMS AND CONDITIONS OF SALE

These Terms and Conditions of Sale shall be the sole terms and conditions governing the sale of goods by Integrated Window Systems, LLC or any of its affiliates ("IWS") selling Products to a purchaser ("Customer"). These Terms and Conditions are hereby incorporated into and made a part of each purchase order issued by Customer.

All orders are subject to approval and acceptance by a duly authorized representative of IWS. IWS' ACCEPTANCE OF ANY CUSTOMER PURCHASE ORDER IS EXPRESSLY MADE CONDITIONAL UPON CUSTOMER'S ACCEPTANCE OF THESE TERMS AND CONDITIONS, AND IWS OBJECTS TO ANY ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS, WHETHER CONTAINED IN CUSTOMER'S PURCHASE ORDER OR OTHERWISE. IWS WILL NOT BE DEEMED TO HAVE WAIVED THESE TERMS AND CONDITIONS OF SALE IF IWS FAILS TO OBJECT TO PROVISIONS CONTAINED IN CUSTOMER'S PURCHASE ORDER, OTHER FORMS OR OTHERWISE.

**Purchase Order:** Customer shall provide a purchase order to IWS which shall include the identity of Customer, the identity of the goods being purchased ("Products"), the quantity of Products being purchased, the destination for delivery of the Products, and other material information concerning Customer's order ("Order"). Orders should be emailed to: [info@iwstilt.com](mailto:info@iwstilt.com). Customer will receive a Sales Order Acknowledgement and must confirm the accuracy of the order entry. *Orders will not be released for production without written order confirmation.*

**Prices:** Pricing for individual products may vary for purchases of different quantities or item combinations. IWS does not maintain most favored customer records, makes no representation with respect to same, and rejects any price warranty terms proposed by Customer. All prices are subject to change without notice.

### **Credit &**

**Payment Terms:** All orders sold on credit are subject to IWS Finance Department approval.

Payment terms are Net 30 days from date of invoice, unless otherwise approved in writing by a duly authorized representative of IWS. Early payment discounts are available. Receipt of payment by the Customer is not a condition of payment to IWS.

Customer's unsatisfactory credit status shall be cause for cessation of deliveries. It is the Customer's responsibility to ensure full and effective payment for goods is received by IWS. IWS accepts no responsibility for improperly directed payments, whether due to fraud, deception, or any other cause or means. Customer agrees to pay all costs incurred by IWS in collecting any delinquent amounts, including attorney's fees.

IWS does not accept credit cards. Electronic Funds Transfers via ACH are encouraged.

**Order Acceptance:** IWS acceptance of orders through a Sales Order Acknowledgement constitutes a complete and binding contract which cannot be modified or canceled without written consent of IWS, except in situations beyond the control of IWS. Acceptance is limited to the express terms contained herein, and terms are subject to change by IWS without notice. Additional or different terms proposed by Customer are deemed material and are objected to and rejected.

**Freight:** All sales are F.O.B. Origin. Title to the product and risk of loss transfer to Buyer upon shipment. Customer may designate preferred mode of transportation. If not designated by Customer, IWS will ship via its preferred modes. Freight charges shall be the responsibility of Customer.

Delivery dates are estimates only and Customer accepts all risks associated with any delay, even if IWS is advised that time is of the essence.

**Return Policy:** Returns will be considered on Products in original condition within 30 days of receipt by Customer. IWS will not accept any material for return unless the return has been previously authorized in writing by IWS. All returns are subject to IWS inspection and acceptance, and a 25% restocking charge will be applied. Proof of purchase is required for all returned materials. Custom products items are not eligible for return or credit.

**Warranty:** IWS offers a Limited Warranty. Please review the full IWS Limited Warranty and Remedy located on the IWS website: [iwstilt.com](http://iwstilt.com). To request a copy, please email [info@iwstilt.com](mailto:info@iwstilt.com) or call (800) 613-8148.

Read the entire IWS Limited Warranty and Limitation of Liability ("Limited Warranty") before purchasing or installing this product. Refer to the IWS Installation Guides and Maintenance Information (available on the IWS website or upon request) for the required installation and maintenance of Products. By installing or using Product, Customer is acknowledging that the Limited Warranty is part of the terms of sale.

The Limited Warranty is the only warranty made in connection with the sale and distribution of IWS Products. THE WARRANTIES SET FORTH IN THE LIMITED WARRANTY AND REMEDY ARE IN LIEU OF ALL OTHER REPRESENTATIONS, WARRANTIES OR OTHER AGREEMENTS EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, WHICH ARE HEREBY DISCLAIMED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Laws along with building and safety codes governing the design and use of glazed windows, and other building products vary widely. IWS does not control the selection of product configurations, operating accessories, or glazing materials and assumes no responsibility for those decisions.

**Installation:** IWS hereby disclaims all liability for, and is not responsible or liable for, any damages or costs that may result from improper installation of Products. It is the responsibility of the Customer purchasing Product to ensure that the IWS product is installed properly and in accordance with IWS' printed instructions. This responsibility is retained by Customer even though the Product may be resold for installation by a third party. IWS will not be liable for damages and costs that result from improper installation of IWS products, regardless of who performs the installation.

**Intellectual Property:** Customer acknowledges and agrees that all intellectual property rights (including prices, quotes, drawings, technical and/or product specifications, samples and all names, trademarks, copyrights, patents, mask works, trade secrets, know-how, technology, computer software and related documentation and source code) relating to the Products ("Intellectual Property") is and shall remain the sole and exclusive property of IWS, and nothing in this Agreement shall be deemed to grant to Customer any right, license, title or interest in or to any such Intellectual Property.

**Confidential Information:**

All information disclosed by IWS to Customer is confidential information and Customer agrees to protect such information and not to disclose it or use it for a period of two years following IWS' last shipment of goods or provision of services to Customer. Further, as a condition of sale of Products, without IWS' express, written consent, Customer shall not: (a) use IWS' trademarks in any attempt to resell Products; and/or (b) compare, in a public forum, document, or website, any Products to any other goods made, used, offered for sale, and/or sold by IWS.

**Consent Jurisdiction:** All transactions shall be deemed to have been made and entered into in Adel, Iowa. Any and all disputes arising directly or indirectly from such transactions shall be resolved in the courts in the County of Dallas, State of Iowa, to the exclusion of any other court, and any resulting judgment may be enforced by any court having jurisdiction of such an action. All transactions shall be governed by and construed in accordance with the laws of the State of Iowa.

**Indemnification:** Customer is solely responsible for proper selection and installation of IWS products as well as the incorporation of IWS products into other products (if this is applicable). Customer agrees that it will use IWS products only for their intended uses and according to specifications and limitations established by IWS from time to time. Customer acknowledges and agrees that IWS Products are to be used for commercial applications and not intended for individual single-family homes. Customer shall indemnify, defend and hold IWS harmless from and against any and all damages arising out of or relating to use of product in individual single-family residences, and improper product selection, application, use, misuse, neglect, abuse of products, improper installation or incorporation of products or transportation of products.

It is the responsibility of the Customer to determine at the time of order entry or revision, whether IWS material and products meet any federal, state, provincial and /or local law interpretation and regulations, including those relating to building construction and safety.

**Authorization:** IWS OFFICERS ARE THE ONLY INDIVIDUALS AUTHORIZED TO MODIFY THESE TERMS AND CONDITIONS, WARRANT PRODUCT SUITABILITY FOR SPECIFIC APPLICATIONS, ACCEPT INFORMATION ON THE POTENTIAL FOR CONSEQUENTIAL DAMAGES, AND ANY SUCH ACTION IS NULL AND VOID UNLESS IN WRITTEN FORM SIGNED BY SUCH INDIVIDUAL SPECIFICALLY INDICATING THE INTENT TO MODIFY THESE TERMS AND CONDITIONS OF SALE.