LIMITED WARRANTY AND REMEDY

This is to certify that Kawneer Company, Inc. or its applicable affiliate or subsidiary selling the product ("Seller") warrants to its Customers and all subsequent purchasers and owners of the project incorporating Seller products (hereinafter "Customer(s)"), subject to every term, condition and limitation stated herein, that the products supplied by Seller shall be free from material defects, in material and workmanship, for a period of two (2) years from the date of substantial completion of the project, provided however, that the Limited Warranty shall begin in no event later than six (6) months from the date of shipment by Seller for the start of the warranty period hereunder.

This limited warranty ("Limited Warranty") applies only if Seller's products are installed and maintained according to Seller's recommended practices and installation instructions, and only to defects appearing within two (2) years from substantial completion of the project and only if Seller is notified in writing within sixty (60) days after such defects either (i) appears or (ii) should have been discovered after the exercise of reasonable diligence. Failure of the claiming party to notify Seller within such period shall automatically relieve Seller of any and all responsibility and/or liability under this Limited Warranty.

THE WARRANTIES SET FORTH IN THIS 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.

In addition to Seller’s standard Limited Warranty and Remedy, and applying solely and exclusively to Kawneer doors with welded, corner construction, the corner construction joinery of these doors shall be free from material defects in workmanship and material for the normal, useful life of the door.

In addition to Seller’s standard Limited Warranty and Remedy, and applying solely and exclusively to Kawneer Flushline doors, the corner construction joinery, core and laminate shall be free from material defects in workmanship and material for the normal, useful life of the door.

This Limited Warranty does not cover, and Seller hereby disclaims all liability for, the installation of Seller products, any particular application or selection of the product for any particular project or design, any parts, gaskets, glazing materials, components or sealants of other manufacturers used with Seller products, or any lack of performance of Seller products attributable to such items. SELLER PRODUCTS ARE PRODUCED FOR COMMERCIAL APPLICATIONS. THIS WARRANTY DOES NOT COVER, AND SELLER HEREBY DISCLAIMS ALL LIABILITY FOR, ANY PRODUCTS USED IN RESIDENTIAL INDIVIDUAL DETACHED SINGLE FAMILY DWELLINGS, ANY PRODUCTS WHICH HAVE BEEN SUBJECT TO ABUSE, ALTERATION, NEGLECT, MISUSE, ABNORMAL USE, ACCIDENT, FIRE, WAR, FLOOD, EARTHQUAKES, ACTS OF GOD, OR TO WHICH PARTS, NOT SUPPLIED BY SELLER HAVE BEEN ADDED, OR TO DEFECTS CAUSED BY DEPRECIATION OR NORMAL WEAR. All decisions regarding the existence of defects in material and workmanship and the occurrence of any of the matters described in the preceding paragraphs or affecting this Limited Warranty shall be made by Seller and shall be final and binding upon all parties.

The sole and exclusive remedy with respect to this Limited Warranty or with respect to any other claim relating to defects or any other condition or use of the products supplied by Seller, however caused, and whether such claim is based upon breach of representation, warranty, contract, condition (fundamental or otherwise), tort (including negligence), strict liability, or any other theory is limited to, at Seller's option, repair or replacement of such products or repayment by Seller of the purchase price paid for it. The remedy with respect to claims made relating to Seller doors excludes the replacement of glass, gaskets, hardware, immediate framing, temporary enclosures or any related labor or installation costs. In no event does Seller's warranty cover the cost of labor or sundry materials required to remove and/or replace any defective product.

The products repaired, replaced, or otherwise restored shall be warranted to the same extent and to the expiration date from the original date of shipment, and this Limited Warranty shall not be deemed to have been extended from the date of such warranty work. At no time does this Limited Warranty confer upon the claiming party or any other party the right to proceed with repair, replacement, or restoration, without written notice and agreement by a duly authorized officer of Seller. Any such work undertaken by the claiming party or any other party shall be for the claiming party's own account and shall result in this Limited Warranty becoming null and void.

SELLER’S AGGREGATE TOTAL CUMULATIVE LIABILITY UNDER THIS LIMITED WARRANTY IS LIMITED TO THE DOLLAR AMOUNT OF THE PURCHASER’S ORIGINAL PAYMENT MADE TO SELLER FOR PRODUCT FURNISHED BY SELLER ONLY. IN CONSIDERATION OF THIS LIMITED WARRANTY, SELLER SHALL NOT BE LIABLE FOR SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS OR GOODWILL, DAMAGES FOR NEGLIGENCE IN THE MANUFACTURE, DESIGN, OR INSTALLATION OF THE PRODUCTS, OR OTHER COMMERCIAL LOSS OR INJURY.
This is the only warranty made in the connection with the sale and distribution of the Seller Products. No representative or any other person is authorized to make or makes any warranty, representation, or promise with respect to the Seller Products. No terms or conditions other than those stated herein, and no agreement or understanding, oral or written, in any way purporting to modify this warranty shall be binding on Seller unless made in writing and signed by a duly authorized officer of Seller.

Laws and building and safety codes governing the design and use of glazed entrance, windows, and curtain wall products vary widely. Seller does not control the selection of product configurations, operating hardware, or glazing materials and assumes no responsibility therefore.

All notices given under or pursuant to this Limited Warranty shall be in writing and sent by registered mail, postage paid, and with return receipt request, to the party to whom such notices is to be given. All such notices as set forth above shall be considered served when received.

**SALES TERMS AND CONDITIONS**

These Sales Terms and Conditions shall be the sole terms and conditions governing the sale of goods by Kawneer Company, Inc. or any of its subsidiaries and affiliates (“Seller”) selling Products to a purchaser (“Customer”). The identity of Customer, the identity of the goods being purchased (the “Products”), the quantity of Products being purchased, the destination for delivery of the Products, and other material information concerning Customer’s order shall be set forth in Customer’s purchase order (the “Purchase Order”) and provided to Seller. These Terms and Conditions are hereby incorporated into and made a part of each such Purchase Order.

All orders are subject to approval and acceptance by a duly authorized representative of Seller. Upon the earlier of Seller’s written acceptance of the Purchase Order or acceptance by Customer of Products furnished by Seller in response to such Purchase Order, the Purchase Order, the written acceptance, if any, and these Terms and Conditions shall be the complete and final agreement (the “Agreement”) between Seller and Customer with respect to the purchase and sale of Products identified in the Purchase Order, provided, however, that any pre-printed or form language appearing in Customer’s Purchase Order shall not become a part of the Agreement.

SELLER’S ACCEPTANCE OF ANY CUSTOMER PURCHASE ORDER IS EXPRESSLY MADE CONDITIONAL UPON CUSTOMER’S ACCEPTANCE OF THESE TERMS AND CONDITIONS, AND SELLER OBJECTS TO ANY ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS, WHETHER CONTAINED IN CUSTOMER’S PURCHASE ORDER OR OTHERWISE. SELLER WILL NOT BE DEEMED TO HAVE WAIVED THESE TERMS AND CONDITIONS OF SALE IF SELLER FAILS TO OBJECT TO PROVISIONS CONTAINED IN CUSTOMER’S PURCHASE ORDER, OTHER FORMS OR OTHERWISE. It is Customer’s obligation to sign this sales agreement but Customer’s acceptance of the product will constitute Agreement to these terms whether Customer has signed sales Agreement or not.

**DETERMINATION OF PRICE** – Prices given herein are list prices, unless otherwise specified, and are subject to discounts prevailing at the time the order is received. Prices shown do not include Provincial Sales Tax or Goods & Services Tax or any other tax or government charge upon the production, sale or shipment of material which is effective within the life of the sales contract, all of which will be paid by the Customer. All prices are subject to change without notice, and are not guaranteed against change. Inventory adjustments will not be made. Stenographic and clerical errors made by Seller on an acknowledgement or invoice shall be subject to correction.

NOTE: In the event that a discrepancy arises between the index and the body of the price catalog, the information contained in the body of the catalog will take precedence.

**PRICE PROTECTION** – In the event of a price decrease, unshipped orders, with the exception of special sales contracts covered by a lot or job estimates, will be invoiced at the new and lower prices. In the event of a price increase, orders on hand will be invoiced at the prices in effect when the orders were received, provided, however, those shipments are made at Seller’s convenience thereafter. Seller quotations on specific jobs made in writing by Seller are valid (or firm) for sixty (60) days.

**ACCEPTANCE OF ORDERS** – The acceptance of orders constitutes a complete and binding contract which cannot be modified or canceled without written consent of Seller, except that all orders are accepted subject to delays caused by strikes, fires or any other causes (including those set out in the section “Force Majeure” below) beyond the control of Seller. All orders are accepted subject to governmental regulation on material usage, whenever applicable.

**MINIMUM ORDER SIZE** – Orders of less than $100.00 list price will be billed at list price with no discount. All painted orders will be invoiced at a minimum of $500.00 net per paint color.

**PAYMENT** – Seller stated payment terms are Net 30 day from date of invoice, unless otherwise approved in writing by a duly authorized representative of Seller. Early payment discounts are available. Please contact the Seller Credit Department for additional information. Receipt of payment by the purchaser is not a condition of payment to Seller. Purchaser’s unsatisfactory credit status shall be cause for cessation of deliveries.
CREDIT CARD PAYMENT (U.S. Customers Only) – Seller will accept credit card payments. Credit Card invoices are paid immediately upon shipment. No early payment discounts are available with credit card payments. Please contact the Seller Credit Department for additional information.

FREIGHT CHARGES AND RISK OF LOSS – Unless stated otherwise, all items are shipped F.O.B. Seller manufacturing facility or service center.

CLAIMS – No claims due to errors, shortages or rejection because of defects or defective materials ascertained on visual inspection will be considered unless reported to Seller within ten (10) days after receipt of shipment. Claims for damages resulting from delays or use of defective materials will not be honored.

DELIVERY – Orders should include complete shipping instructions. Seller reserves the right to ship as it deems advisable unless specific instructions are given. Seller will use reasonable efforts to meet delivery dates but such dates are deemed approximate and Seller shall be allowed a reasonable variance from all such dates. In no event is Seller subject to any charges, penalties, liquidated damages, back charges, penalties or liability of any kind for delayed delivery. Seller shall not be liable for damages caused by delays in delivery by carriers. Customer will file claims with carrier for all shortages, damages or delays delivered by common carriers.

FORCE MAJEURE – Seller shall not be liable for delays or inability to perform due to strikes, labor disputes, lockouts, fire, flood, war, declared or undeclared, insurrections, riots, outbreaks of infectious disease, epidemics, pandemics, acts of God, embargoes by foreign nations, inability to obtain or unusual delay in obtaining materials, shortages of power needed to operate Seller facilities, governmental regulations or priorities, or any other cause beyond the control of Seller. In case of any delays in receipt or shortages of materials or shortages of power needed to operate Seller facilities, Seller reserves the right in its sole discretion to determine the assignment of materials, and the order of priority in filling orders. Seller also reserves the right in its sole discretion to cancel order by written notice in the event Seller believes that by reason of the foregoing it will not be able to meet the scheduled completion date.

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

NO LIABILITY FOR LOCAL LAWS OR CODES – Laws and building and safety codes governing the design and use of glazed entrance, window and curtain wall products vary widely. Seller does not control the selection of product configurations, operating hardware or gazing materials, and assumes no responsibility therefore.

It is the responsibility of the Customer to determine at the time of order entry or revision, whether Seller material and products meet any federal, state, provincial and/or local law interpretation and regulations, including those relating to building construction, safety and to the Americans with Disabilities Act of 1990 and any other similar federal, state, provincial or local statutes.

ORDER CANCELLATION AND CHANGE CHARGES – In the event a Customer changes an order or cancels or partially cancels an order that has already been accepted by Seller, Seller may assess a charge to the Customer for costs incurred in performance of that portion of the order that has been changed or cancelled up to and until the time Seller receives notice of the change or cancellation. Customer orders for special materials (those not described in the effective price book), or for products fabricated specifically to Customer’s dimensions or other specifications, or where special materials or services are procured by Seller for use on Customer’s order, or where drafting or take-off services have been performed, will be subject to charges for cancellation or change for those costs incurred in performance of that portion of the order that has been cancelled or changed up to and until the time Seller receives notice of the change or cancellation.

SECURED CREDIT TERMS – No cash discount is allowed on merchandise delivered by truck, C.O.D. (including Parcel Post and Rail Express), and sight draft bill of lading on a net basis.

BALANCE DUE MATERIALS – Any portion of an order not included in an original shipment because of shortage of stock or other cause beyond Seller’s control will be invoiced at the same price and on the same terms as if included in the original shipment. If the balance due shipment weighs 100 pounds or more, the transportation charge will be based on the combined weight of the original and balance due shipments. If the balance due shipment weighs less than 100 pounds, Seller will prepay and absorb the freight on that portion of the order.
RETURNED MATERIAL – Seller will not accept any material returned for credit unless such return has been previously authorized in writing by Seller. Returns must be requested by Customer within thirty (30) days of receipt of material. Customer must return material within thirty (30) days of receipt of written authorization from Seller. Material returned under such an authorization will be subject to regular inspection by Seller. If found saleable without requiring reconditioning or further work, credit will be issued in the amount invoiced less a handling charge of 15% returned material charge or $100.00 net, whichever is greater. No credit will be issued for goods produced to order, not meeting inspection requirements or for goods received more than thirty (30) days after authorization to return. All shipping charges for returns are the responsibility of the Customer.

INSTALLATION – Seller hereby disclaims all liability for, and is not responsible or liable for, any damages or costs that may result from improper installation of its products. It is the responsibility of the Customer purchasing a Seller product to ensure that the Seller product is installed properly and in accordance with Seller’s printed instructions. This responsibility is retained by Customer even though the product may be resold for installation by a third party. Seller will not be liable for damages and costs that result from improper installation of Seller products, regardless of who actually performs the installation.

RESIDENTIAL USE - Seller hereby disclaims all liability for, and is not responsible or liable for, any damages or costs that may result herein from use of its products in residential individual detached single family dwellings.

ENTIRE AGREEMENT – The Limited Warranty and Remedy and Other Terms and Conditions set forth the entire agreement between the Customer and Seller relating to the sale of Seller’s products to Customer. Any additional or different terms in the Customer’s forms are hereby deemed to be material alterations and notice of objection to them and rejection of them is hereby given.

GOVERNING LAW AND VENUE – The sale of Seller products hereunder with shipping addresses located in the United States shall be governed by the laws of the State of Delaware, excluding its laws related to choice or conflicts of law. The sale of Seller products hereunder with shipping addresses located in Canada shall be governed by the laws of Ontario and the federal laws of Canada applicable therein. The United Nations Convention on Contracts for the International Sale of Goods is expressly disclaimed and does not apply to the sale of Seller products. Any and all disputes between the parties that may arise pursuant to this order will be heard and determined before an appropriate arbitrator, federal, or state court located in Wilmington, Delaware. Customer hereto acknowledges that such court has the jurisdiction to interpret and enforce the provisions herein and/or an arbitrator’s judgment, and Customer waives any and all objections that they may have as to personal jurisdiction or venue in any of the above courts.

ATTORNEY’S FEES – If any action or proceeding is commenced to enforce or interpret any of the provisions of this agreement, and Seller is the prevailing party in any such action or proceeding, then Seller shall be entitled to recover its reasonable attorneys’ fees, expert witness fees, costs of suit and expenses, in addition to any other relief to which Seller may be entitled. As used herein, Seller is a “prevailing party” when, including but without limitation, a party dismisses an action against Seller for recovery hereunder in exchange for payment of the sums allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action brought by such party.

MISCELLANEOUS – (a) Headings used herein are for convenience only and shall not be used for interpretive purpose. (b) A party’s failure to act with respect to another party’s breach of any provision contained herein does not constitute a waiver. (c) If any provision herein is held to be invalid or unenforceable, such provision shall be narrowly construed, if possible, or otherwise deemed ineffective and the remaining provisions shall not be affected. (d) These terms and conditions will survive the fulfillment of any purchase order.

TOOLS AND DIES – Charges made for dies and tools do not convey to the Customer title or the right to remove them from the Seller facility.

SAMPLES – Standard samples are available at cost (net). Standard samples are shipped from the Seller Marketing Communications Department in Norcross, Georgia. Custom samples are not available through the Marketing Communications Department and must be ordered on a standard order form.
SPECIAL LENGTH CHARGES:
For special length painted material requirements, consult with a Seller Customer Service Coordinator for pricing.

For special length anodized material requirements, the following charges apply:

1-25 stock lengths: Use part number 036426, $200.00 net set up charge per shape.

More than 25 stock lengths: No set up charge.

CUT-TO-SIZE ORDERS – Orders for materials cut-to-size will be billed at the Customer’s CMP price per foot. In addition, a $35 net price per cut piece charge will be applied to the invoice under part number 036425 and cut offs will not be shipped.

SHOP DRAWINGS – Seller products may be detailed by Seller to confirm specifications. In such cases, drawings will be submitted to the Customer for approval. Seller will fabricate in accordance with dimensions and specifications shown on the Customer approved drawings but will take no responsibility for failure of the Customer to check drawings against job site conditions or for any other purpose. Special entrances cannot be scheduled for production until the approved detail, with the Customer’s signature, has been received, and all special hardware is in Seller’s possession. Changes made to any drawing after approval of details by Customer may involve additional charges on the order.

DOUBLE BOX CHARGE – Seller offers a double box option for additional protection of your material during shipment. Use part number 036598 at $20.00 list. The charge will be applied per box.

ILLUSTRATIONS – The illustrations within this catalog are for part identification only, and do not indicate size or proportions by comparison.

FINISH GROUPS

<table>
<thead>
<tr>
<th>GROUP NO. DESIGNATION</th>
<th>FINISHES INCLUDED</th>
</tr>
</thead>
<tbody>
<tr>
<td>#17 GRP #17 CLEAR</td>
<td></td>
</tr>
<tr>
<td>#40 GRP #40 BRONZE #22 STD. PAINT #14 CLEAR</td>
<td></td>
</tr>
<tr>
<td>#29 GRP #29 BLACK #18 CHAMPAGNE #26 LIGHT BRONZE #28 MEDIUM BRONZE</td>
<td></td>
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</tbody>
</table>
CORRECTIVE FIELD REPAIRS

All corrective field labor and repairs are subject to the limitations set forth in the Limited Warranty and Remedy. In cases where a material defect covered under Seller’s Limited Warranty and Remedy is detected after a product has been installed such that corrective field labor is required, the following procedure must be followed in order for any adjustment to be applied to the Customer’s account:

A. When Anticipated Labor Is Eight (8) Hours or Less – No preauthorization by Seller is required however, the Customer must submit detailed information to the Seller Credit Department, including details of the defect covered under the applicable Seller warranty and a description of the required corrective field labor, in order for any adjustment to be applied to the Customer’s account.

B. When Anticipated Labor Is More Than Eight (8) Hours – A Seller Customer Service Coordinator must be contacted prior to the performance of any corrective field labor.

Step 1 – On page 12 is a checklist of information that must be provided to the Customer Service Coordinator. Please have this information available prior to calling.

Step 2 – The Customer Service Coordinator will evaluate the anticipated corrective action as well as related costs and alternatives to rework and will determine which of the following procedures will be followed:

   a. If it is determined that the Customer should perform the rework, the Customer will be authorized by the Customer Service Coordinator. Written confirmation will follow immediately.

   b. If it is determined that Seller will do the rework, the Customer will be notified accordingly and a schedule determined.

The Customer’s cooperation in following these procedures will assist Seller in reducing the time required to accomplish corrective measures and make it possible for proper reimbursement to be applied.

SELLER INVOICES SHALL NOT BE ADJUSTED BY CUSTOMER AND PAYMENT IN FULL IS DUE AS SET FORTH UNDER THESE TERMS AND CONDITIONS. WHEN CORRECTIVE FIELD LABOR IS REQUIRED, SELLER AGREES TO MAKE APPROPRIATE CREDITS OR OTHER ADJUSTMENTS TO INVOICES, PROVIDED THE PROCEDURE DESCRIBED ABOVE IS FOLLOWED BY THE CUSTOMER. SHOULD THIS PROCEDURE NOT BE FOLLOWED, CREDIT OR REIMBURSEMENT WILL NOT BE MADE BY SELLER, NOR WILL ANY CLAIM FOR SUCH BE CONSIDERED VALID. (see Step 2.a.)
**CORRECTIVE FIELD REPAIRS — PRE AUTHORIZATION FORM**

**CUSTOMER NAME:** ____________________________________________________________

**NAME OF PERSON CALLING AND PHONE NUMBER:** ____________________________________________________________

**JOB NAME:** ____________________________________________________________

**S.O. NUMBER:** ____________________________________________________________

**PRODUCT(S):** ____________________________________________________________

<table>
<thead>
<tr>
<th>ELEVATION, DOOR NUMBER OR UNIT MARK: __________________________________________</th>
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<tbody>
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<td>___________________________________________________________________________</td>
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<td>___________________________________________________________________________</td>
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</tbody>
</table>

**EXACTLY WHAT IS WRONG (I.E., MULLION IS 120" AND SHOULD BE 118". NOT, MULLION IS TOO LONG): __________________________________________ |

| IF HARDWARE: NATURE OF PROBLEM -- IF MISLOCATED, WHERE? MEASURE AND FURNISH EXACT DIMENSIONS. __________________________________ |
| ___________________________________________________________________________ |
| ___________________________________________________________________________ |
| ___________________________________________________________________________ |
| ___________________________________________________________________________ |

**CAN IT BE CORRECTED IN THE FIELD? IF SO, YOUR RECOMMENDATION, ESTIMATED HOURS AND HOURLY RATE TO REPAIR.**

<table>
<thead>
<tr>
<th>FIELD CORRECTION</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>EST. HOURS:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>HOURLY RATES:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**WHEN DO YOU NEED TO START THE REWORK? ______________________________________ |

| FAX INFORMATION |
|-----------------|-----------------|
| Phone No.:      |                 |
| No. of Pages:   |                 |
| To:             |                 |
| Co.:            |                 |
| Dept.:          |                 |
| Fax No.:        |                 |
| From:           |                 |
| Co.:            |                 |
| Phone No.:      |                 |
| Fax No.:        |                 |

Kawneer reserves the right to change the configuration without prior notice when deemed necessary for product improvement.
ORDERING INFORMATION:

INTRODUCTION – Seller strives to ship its product on safe, cost-effective carriers who understand the challenges of handling architectural aluminum products. Due to the typical order size of our shipments, much of our product ships via the LTL or Less-than-Truckload system. Although our order sizes warrant LTL shipping, our product’s dimensions and finishes do not.

Seller ships its product under FOB Origin freight terms. The transfer of ownership of the freight takes place at the origin (shipping point or Seller facility). Based upon those shipping terms, the freight is owned by the Customer while it is in transit from Seller to its destination, regardless of freight payment terms (Prepaid or Collect). Seller makes every effort possible to assist with loss and damage freight claims for our Customers, but it is the responsibility of freight owner to file any freight claims that occur while it is in transit. The following information is provided to assist our Customers with the freight claims process.

LESS-TAN-TRUCKLOAD DEFINED – Less-than-Truckload carriage is characterized as multiple shipments consolidated into a single system that will be sorted and transported through a terminal network and relay points for delivery to multiple destinations. These establishments are generally characterized by the following network activities: local pickup, local terminal operations (sorting), line-haul (terminal to terminal), destination terminal operations (sorting), and local delivery. Freight can experience the sorting or cross-docking process at several terminal locations prior to reaching its destination terminal. The majority of freight damage occurs in this multiple-handling process. A Less-than-Truckload shipment is one which does not completely fill a truck or which weighs less than the weight required for the application of a full truckload freight rate. The historical definition for LTL freight is shipments under 10,000 pounds and not exceeding 28 linear feet of a trailer, but would differ from carrier to carrier.

LESS-TAN TRUCKLOAD PRICING – Generally, LTL freight rates are dependent upon weight, distance, freight classification and freight discounts. LTL carriers classify freight based upon the guidelines of the National Motor Freight Traffic Association (NMFTA). A listing and classification of all transportable materials or commodities is found in the National Motor Freight Classification (NMFC). The Classification is a system that catalogues and equitably groups all commodities moving in commerce into 18 classes (classes 50 through 500) according to their “transportability,” as reflected by the four composite transportation characteristics prescribed by the ICC and the Department of Transportation’s Surface Transportation Board. These characteristics are as follows: 1) density; 2) stow ability; 3) ease or difficulty in handling; and 4) liability. These freight classes establish equitable relationships between commodities and allow for fair pricing guidelines. The volume of freight a shipper has to offer affects price discounts as well.

There is an industry-accepted matrix of standard freight rates called CzarLite™ rates. Many LTL carriers will utilize this rate matrix to define their rates. Carriers will publish their rates as a percentage discount from the CzarLite™ rate base. This discounted CzarLite™ rate, when applied to the weight, distance traveled, and NMFC freight classification of your shipment, determines what our total freight cost will be for that item. Seller has freight rate contracts with many carriers, and we apply that discount to your shipment when possible. Some contracts do not include discounts when freight is shipped under Collect terms.

Seller’s stock lengths fall under the Aluminum group. The classification of our 24’ aluminum extrusions falls under Aluminum: Lineal Shapes or Molding with a NMFC freight class of 60. Our assembled doors ship under a NMFC freight class of 100 and our unassembled door frames ship under a NMFC freight class of 100. Our hardware and rubber weather strip/gasket both fall under a NMFC freight class of 70.

RECEIPT OF FREIGHT – It is extremely important that you take the time to receive your shipment properly. You should be receiving a Seller Packing List with each shipment. The Packing List allows you to effectively check your material into your facility, as it is unloaded.

Visually inspect the condition of the freight while it is on the trailer. Any noticeable packaging damage should be addressed with the carrier’s agent or driver and noted on the Bills of Lading (or Delivery Receipt) signed by both you and the driver. It is highly recommended that each and every Customer inspect in a digital camera to take pictures of the damage while it is still on the carrier’s trailer. Photographs of the freight’s condition immediately upon arrival to your facility greatly enhance the validity of the claim and expedite the process.

Following the visual inspection of the freight on the trailer, unload the freight. Prior to the driver leaving the dock, check your shipment carefully to see that it is in good order and all accounted for. Check for signs of damage that were concealed while on the carrier’s trailer. Under NMFC rules, officially you do not have the right to open the packaging prior to signing for the freight (Delivery Receipt). It has not officially been released to you. Some carriers may use this against you when filing a claim. So with the driver present and with his consent, open and inspect any damaged packaging and check for concealed damage to the material. You may wish to call the carrier terminal prior to doing this to get official direction in this inspection process. Write a precise description of the missing or damaged freight on both the carrier’s copy and your copy of the Delivery Receipt.
Based upon the Seller terms of sale, the Customer owns the freight while it is in transit. A carrier’s driver may suggest that you simply refuse the shipment if it contains damage. Based on the freight terms, you own this material, and refusing it will cause more complications between you and the carrier. Do not refuse a Seller shipment due to the FOB terms of sale; otherwise the carrier will be calling you with regard to additional handling and service fees.

**SHIPMENT SHORTAGE/LOSS** – If you feel part of your shipment is missing, verify the quantities against what is indicated on your Delivery Receipt and Packing List. Write a precise description of the shortage on both your copy and the carrier’s copy, signed by both you and the driver. Ask the driver for the carrier’s contact and phone number in the OS&D (Overage, Shortage & Damage) department. Make sure to have the following information available for the call:

- Freight Bill Number
- Billing Date on the Delivery Receipt
- Name of the Shipper
- Name of the Consignee
- Number of total pieces and missing pieces
- Weight of the shipment
- Delivery Date
- Precise description of the missing items
- Any part number, box number, or serial number listed on the missing piece(s)
- Any additional information to assist the carrier in locating the material (size, shape, color, etc)

**VISIBLE DAMAGE** – If the packaging of your shipment contains visible damage, take pictures and ask driver to make note of damaged packaging. Ask the driver to inspect the material with you as you open the packaging. Again, write a precise description of the damaged freight on both the carrier’s copy and your copy of the Delivery Receipt.

**CONCEALED DAMAGE** – If later you determine that there was freight damage to your material, report it to the carrier by calling them immediately. Reporting freight damage must be done within fifteen (15) days, but doing so immediately will reduce the impression that you caused the damage while the material was in your possession.

Ask for an inspection of the material by a representative of the carrier. While you wait for an inspection, make every attempt to leave the material as it was when you first discovered the concealed damage or loss. A representative of the carrier will discuss the damage and loss with you over the phone and determine whether or not a formal inspection and written report will be required. An inspector may be dispatched to your facility, or the inspection will be waived and you may be asked to do an inspection yourself. Keep a written statement documenting the inspection. Many carriers have a Waiver of Inspection that allows you to document your own inspection of the material. It is not a claim form, and should not be considered acceptance of a claim.

**CLAIM DEFINED** – A claim is a written demand for payment by the owner of a shipment to the carrier for loss or damage occurring during transit. A carrier is required to acknowledge a claim within thirty (30) days. A claim and its supporting documentation is required to be filed within nine (9) months of delivery or expected delivery. According to the NMFC, all submitted claims must be acknowledged by the carrier with thirty (30) days. They must rule (pay, refuse to pay, or pending) on a claim within one hundred and twenty (120) days. If pending, they must provide an update every sixty (60) days regarding the status of the claim and the reason for failure to resolve claim. Most claims are settled (not necessarily paid) within 30 days.

**CLAIMS PROCESSING** – Lost or damaged material occurs during the shipping process. Carriers are responsible for any lost or damaged goods that arrive at your facility, and claims obviously affect the financial well being of the carrier. They have highly trained claims processors that know the ins and outs of freight damage loopholes. Carriers will make every effort possible to create a basis to deny a freight claim.

Claim forms can be found on carrier websites. Carriers can also send you a blank claim form via facsimile. A specific form is not mandatory. Either way, the following information must accompany the freight claim:

- The Vendor invoice for the goods shipped [price paid (after discounts, deductions, etc.)]
- A copy of the Freight Bill Invoice from the carrier
- A copy of the Bill of Lading
- Detailed repair invoices (if damaged goods have been repaired)
- An inspection report of the damaged goods (either done by a carrier representative or one performed by you – Waiver of Inspection, Concealed Loss Report, etc.)
The claim should be submitted and all communication with the carrier regarding the claim should be documented. Make copies of all documents sent to the carrier.

**PACKAGING** – The NMFC notes that it is the shipper’s responsibility to properly mark, label, tag, and package the freight. Often with Seller, the claim is denied due to “insufficient packaging”. Seller’s door packaging has been approved by the NMFC and has also received ISTA 1A certification from the International Safe Transit Association. Any claims on doors that are denied due to insufficient packaging should not be accepted. Other Seller material is packaged in approved corrugated packaging and should be sufficient packaging through normal transportation.

**SHIPPER LOAD AND COUNT (SLC)** – Occasionally claims will be denied by a carrier due to “Shipper’s load and count”. Shipper Load and Count (SLC) means that the shipper, Seller, loaded and counted the material at their facility without the presence of a carrier representative. A carrier representative was not on-hand to witness the proper load and count of the material loaded on their trailer. The carrier will claim that the damage to the material could have happened during the loading process in their absence. They therefore deny the freight claim due to an inability to place fault with the carrier. This is not an acceptable reason for denying a freight claim.

*Clarification and additional information can be provided by Seller’s Manager of Transportation & Logistics located in the Norcross, Georgia corporate office at (770) 449-5555. If you experience irresolvable disputes with a carrier regarding NMFC freight classifications, freight discounts, or freight claims due to “insufficient packaging” or Shippers Load and Count, please contact your Seller Customer Service Representative or the Seller Manager of Transportation & Logistics for assistance.*

**SHOP DRAWINGS** – Special Entrances are detailed by Seller when required to show our understanding of your requirements and are submitted to you for approval. Seller will fabricate in accordance with dimensions shown on dealer-approved drawings and will take no responsibility for failure of the dealer to check drawings against job site conditions. Special Entrances cannot be scheduled for production until the approved details, with the Customer’s signature, have been received, and all special hardware is in our possession. CHANGES MADE AFTER APPROVAL OF DETAILS MAY INVOLVE ADDITIONAL CHARGES ON THE ORDER. Details for approval may be waived on simple orders when the dealer so states. By waiving details, the Customer accepts full responsibility for errors on the Customer’s purchase order. However, delivery time can be improved.

**HARDWARE** – Seller Standard Hardware listed in this catalog is designed for most efficient use with Seller doors. Specify hardware by exact number.

**HANDING OF PUSH/PULL HARDWARE** – Hand of single acting hardware sets and individual pieces is the same as the hand of door it is to be applied to, i.e.: a right-hand single acting door uses a R.H. push bar and a R.H. pull handle.

Double acting hardware sets are not handed, but do consist of a front bar (without set screws) and a back bar (with set screws).

**HARDWARE FURNISHED BY OTHERS** – When hardware is furnished give complete hardware schedule for each entrance, with each part specified by manufacturer and part number, and send templates with your order. Templates are useful for detailing and are necessary as an installation guide. FABRICATION WILL NOT BEGIN UNTIL ALL REQUESTED HARDWARE IS RECEIVED AT THE SELLER FABRICATING FACILITY. Hardware received, but not requested, will be subject to a handling charge. To prevent delay caused by improperly identified hardware, the following information must be shown on the exterior of the package whether the hardware is shipped by the Customer or direct from the manufacturer: Customer’s name; Customer’s address; Job name; Seller order number.