

# STANDARD TERMS AND CONDITIONS

1. BUYER'S SALE FORM - Should the Buyer accept seller's quotation, yet use its own form for purchase, it is agreed that the sellers quotation and these terms and conditions exclude and preempt any of the buyer's terms or descriptions.
2. BUYER'S PURCHASE - Buyer's purchase is accepted based on SAFTI *FIRST* /O'Keeffe's Inc. standard manufacturing methodology and it is the Buyer's responsibility to provide confirmed field measurements, scheduling and coordination to any other trades that may be affected.
3. TAXES, BONDS AND PERMITS - The cost of bonds, permits or taxes are excluded in SAFTI *FIRST* /O'Keeffe's Inc. quotation. Tax will be added for California sales unless a resale certificate is provided before billing. An out of state Buyer (those outside CA) is responsible for all sales tax requirements.
4. TESTING AND MOCKUPS - Any testing, mock-ups, engineering or other project related fees are the responsibility of the Buyer.
5. CREDIT APPROVAL - Credit terms are allowed when SAFTI *FIRST* /O'Keeffe's Inc. has received a fully-completed and signed credit application from Buyer and the information provided is verified and approved by SAFTI *FIRST* /O'Keeffe's Inc. NOTE: Delays in receiving credit information could delay production of the purchase.
6. CREDIT-TERMS - NET 30 two percent (2) 10 days, all accounts must be paid when due. Late payments will accrue interest at one and one-half percent (1-1/2%) per month and will affect future credit. Buyer agrees to accept progress billings on orders when requested by seller. NO RETENTIONS ARE ALLOWED on material purchases. Payment to seller is not contingent upon payment to Buyer from a 3rd party. Some orders may require deposits. Buyer agrees to cooperate should joint check agreements or bonding be required by seller. When credit approval is denied, the sale will be paid in advance with no work initiated until such payment is received.
7. FOB ITEMS - FOB or freight on board shipments become the property of the Buyer upon shipment and are sent with or without full freight allowed to jobsite.
8. FREIGHT CLAIMS, BREAKAGE and SHORTAGES - It is Buyer's responsibility to file a freight claim with the carrier for breakage and notify them of any shortage. SAFTI *FIRST* /O'Keeffe's Inc. will not allow any deductions or credits for freight damage. It is mandatory that upon receipt of product, the Buyer or his authorized representative check the outward appearance of the crate or container for any damage and make notations on the carrier's delivery receipt. Buyer must, within five (5) days, open the crate or container and inspect for damages. Any damages are to be reported and a claim filed with the carrier IMMEDIATELY. This establishes the right of recovery. Any discrepancies found at the time of delivery between items manifested and physically received are to be documented on the carrier's delivery receipt. Buyer shall report shortages in a timely manner. Claims for material shortages documented on the seller's bill of material must be filed within five (5) days of delivery and any untimely inspection or reporting will void your claim with the carrier or SAFTI *FIRST* /O'Keeffe's Inc. NOTE: It is the Buyer's option to request a freight, crate and insurance delivery from seller which shifts the responsibility to replace the damaged goods to the carrier. Insured purchases which have been properly identified and documented within the aforementioned timeframe, SAFTI *FIRST* /O'Keeffe's Inc. will assist in processing those claims on behalf of the buyer.
9. SPECIFICATIONS - Quotes provided are not based on plans and specifications but rather information provided to SAFTI *FIRST* /O'Keeffe's Inc., by the Buyer. The responsibility of being in compliance with the plans or specifications is fully borne by the Buyer. Should it be necessary for the creation of shop drawings, the Buyer shall provide plans and specifications to SAFTI *FIRST* /O'Keeffe's Inc. The plans and specifications are to be provided for the purpose of design and construction only, not for compliance. The information contained in the quote and these terms and conditions govern.
10. STRUCTURAL WORK -Structural work such as framing, masonry work and the adjoining construction, for the reception or installation of materials provided by Seller, shall be furnished, designed and be the responsibility of others. This construction must be structurally adequate to support the Seller's material. In the event additional support or structural elements are required to meet the specification of the project, such support shall be the responsibility of others. No structural calculations or structural considerations have been employed in the preparation of the quote. Special structural considerations such as loading, span and element spacing have not been examined in detail. Changes may be required in the layout, configuration, aesthetic design or fabrication to meet structural requirements or specification. Such changes must be agreed and approved by the Buyer in writing.
11. CHANGES - Any changes after acceptance of the quotation require a written change order. NO VERBAL APPROVALS are binding or acceptable.
12. CLEANING & PROTECTION -Cleaning and protection is agreed to be the responsibility of the Buyer and the Buyer must control and protect the product until acceptance. Any breakage or damage occurring after the product has been delivered is the responsibility of the Buyer as no final cleaning or protection is included.
13. DAMAGES - Damages including those occurring in storage, handling, finished surfaces, by other crafts, vandalism, etc., shall be the responsibility of the Buyer.
14. WARRANTY - SAFTI *FIRST* /O'Keeffe's Inc. standard form of warranty supersedes any and all other warranties. A copy of the warranty, by product type, can be obtained at <http://www.safti.com/> or at <http://www.okeeffes.com/>
15. BACKCHARGES - Back charges or any work not specifically covered by warranty will not be considered. Any claim considered to be a warranty or back charge must be approved by seller in writing, prior to any work or material expended, or such claim will be rendered void.
16. DELAYS - Delays are not the responsibility of the Seller if caused by labor trouble, unavailability of materials, transportation, fire, accidents or any other reason beyond Seller's control.
17. ACCEPTANCE - Acceptance by Buyer in an acknowledgment of any form to the Seller does not bind Seller to any terms or conditions other than those set forth herein. These terms herein shall constitute complete and final agreement. Any changes or modifications of these terms must be in writing and signed by SAFTI *FIRST* /O'Keeffe's Inc.
18. MODIFICATIONS - Modifications, waivers or amendments of any of these "Standard Terms & Conditions" shall not be binding upon the Seller unless provided in writing as to the modification, waiver or amendment of such terms and conditions and such writing is signed by an officer of SAFTI *FIRST* /O'Keeffe's Inc.
19. CANCELLATION - All confirmed orders are subject to an expense driven cancellation fee to include a reasonable overhead and profit on any expenditures up to the time of cancellation .A minimum cancellation fee of ten percent (10%) of the sale value or one thousand dollars, whichever is LESS will be charged on all orders confirmed and not yet entered to production.
20. SEVERABILITY -Severability shall occur for any provision that may be held invalid, void or unenforceable for any reason. However such provision shall not affect any other term or condition of this proposal and such a term or condition shall be replaced or interpreted to accomplish the same intent.
21. GOVERNING LAWS - Governing laws for these terms shall be in the jurisdiction of a San Francisco County and the courts therein. If the buyer shall fail to perform in any way to the terms or conditions of this agreement SAFTI *FIRST* /O'Keeffe's Inc. may exercise all rights and remedies permitted by law and may recover all reasonable attorney fees, court fees or any other cost occurring as a result of such default or appeal. All rights and remedies of SAFTI *FIRST* /O'Keeffe's Inc. are cumulative. Signature by the Buyer or an authorized representative of the Buyer on this form establishes acceptance without exception of the terms and conditions set forth herein and bind the Buyer to comply with the terms.

Company Name \_\_\_\_\_

Reference: \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Printed Name of Authorized Signatory \_\_\_\_\_

Date \_\_\_\_/\_\_\_\_/\_\_\_\_.

FOR INTERNAL USE ONLY

S.O.# \_\_\_\_\_

QUOTE#: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_