

DCI TERMS & CONDITIONS OF SALE

All references to "DCI" are referring to Design Components, Inc.

1. PAYMENTS:

- a. Payments due DCI under the terms of this sale and any other money due DCI by buyer shall be paid to DCI at its office in Fayetteville, GA.
- b. Terms of Payment: All open account billings are 2% IN 10 DAYS, NET 30 DAYS unless otherwise prearranged.
- c. Unless specifically enumerated herein, the price does not include any taxes (excise, privilege, occupation, use, sales, etc.; federal, state or local).
- d. Any payments deferred after the due date as specified herein shall bear interest at the rate of EIGHTEEN (18%) PER ANNUM.
If an invoice is placed in the hands of an attorney for collection, or if collected by any legal proceedings, buyer agrees to pay DCI its reasonable attorney's fees and costs incurred in the collection of sums owed to DCI on account of principal, interest or other charges which attorney's fees shall not be less than twenty (20%) of the TOTAL AMOUNT.
- e. Buyer has and does by these presents grant to DCI and DCI has and does hereby retain a security interest in all parts and accessories described in and being purchased by buyer pursuant to this agreement. The security interest herein granted by buyer and retained by DCI is to secure payment of the full purchase price and all other charges due and owing DCI by buyer under the terms of this sale. This security interest constitutes a "purchase money security interest" pursuant to the uniform commercial code. This instrument is a contract, security agreement and financing statement between the parties hereto.

2. ACCEPTANCE:

- a. All orders are subject to approval and acceptance by DCI. Buyer will be notified promptly if orders are not accepted. All prices listed are subject to change without notice unless otherwise noted. Unless otherwise specified, quotes will have a 30-day maximum limit.
- b. Buyer assumes responsibility for the accuracy of verbal orders unless written confirmation is received prior to fabrication. Confirming orders should be marked "CONFIRMING ORDER - DO NOT DUPLICATE".

3. CANCELLATIONS:

- a. Buyer may cancel an order by giving written notice to DCI. In the event of such cancellation, buyer agrees to pay DCI for all actual costs and damages incurred by DCI in preparing to perform the terms of the order and in performing the terms of the order prior to the receipt by DCI of such written notice, including but not limited to DCI's expenses of purchase of material, fabrication & overhead.

4. DAMAGES OR LOSS:

- a. DCI shall not be liable to buyer for any direct or consequential damages including loss of use to buyer arising out of delay in carrying out this contract due to fire, strike, act of God, war, insurrection, mob action, act of government, loss, damage or delay of materials, floods, storms, inability to obtain materials or other acts or circumstances outside of control of DCI. Delivery dates are estimated only on the basis of the best available information and cannot be guaranteed under any condition whatsoever.

5. FREIGHT:

- a. All materials sold hereunder are sold F.O.B. point of shipment unless otherwise expressly agreed upon by written order.
- b. Buyer may arrange for pick-up of orders at DCI's plant or shipment will be made by common carrier unless other arrangements are previously made.

6. DELIVERY:

- a. If at buyer's request the delivery of materials is delayed, then DCI shall invoice buyer for the price of materials, which invoice shall be due in accordance with the terms of payment provided herein.
- b. Buyer shall reimburse DCI for cost of storing materials if shipment is delayed by buyer and will assume any damages to materials.

7. RETURNED MATERIAL:

- a. MERCHANDISE MAY NOT BE RETURNED WITHOUT SELLER'S PRIOR WRITTEN CONSENT. Request to return merchandise must be made by buyer within ninety (90) days after receipt. Restocking charge will apply to all returns and be determined after receipt and inspection of merchandise.

8. WARRANTY:

- a. DCI warrants its products against failure due to defective workmanship or materials, provided, however, that DCI's liability shall be limited to the replacement of defective parts, F.O.B. its Fayetteville plant (dismantling and installation are not included), or repair of defective parts.
- b. DCI does not warrant products which are not manufactured by DCI except to the extent of the warranty DCI may actually receive from the Mfg.
- c. DCI makes no warranty, express or implied, as to the merchantability or fitness for any particular purpose of the property sold under this contract.
- d. Unless specified herein in writing, DCI makes no warranties, express or implied, and DCI's liability shall be limited to the written warranties herein and as contained in DCI's limitations of and conditions of guarantee and DCI shall not be liable for any direct or consequential damages including loss of use which buyer may suffer.

9. LIMITED WARRANTY:

- a. DCI warrants its METALWALK® Rooftop Walkway & Safety Handrail System for a period of one (1) year from the date of shipment, or one year from the date of installation completion that the products will be free from defects in materials and/or workmanship at the time of delivery.

10. INSTALLATION LIABILITY:

- a. DCI will not be liable for any direct, indirect, consequential, special, contingent or incidental damages whatsoever in connection with the installation of the METALWALK® Rooftop Walkway on all roofs incorporating sheet metal with panel end lap joints, panel side lap joints, standing seams, roof curbs, accessories and or built up materials requiring roof penetration for proper installation.

11. CLAIMS:

- a. Claims for shortages, defective materials, delays, failures in shipment or delivery for any other cause must be made to DCI in writing, fax, or e-mail within FIVE (5) DAYS after receipt of shipment, or the claims shall be conclusively waived.
- b. Under no circumstance shall purchaser install damaged or defective material if claims are to be made.



DESIGN COMPONENTS, INC. Serving the Metal Building Industry since 1978

115 Walter Way

Fayetteville, GA 30214

email: sales@designcomponents.com

PH (800) 868-9910

FX (770) 460-7872

website: www.designcomponents.com