



## Terms and Conditions of Sale

Tucker Door & Trim Corp. warrants that the products distributed by Tucker Door & Trim Corp. are of good material, workmanship, and free from any defects for a period of one (1) year from the date of purchase to the original purchaser of such product(s), subject to the Terms and Conditions set forth herein. This warranty is expressly limited to the original purchaser and is not transferable to any other person.

- Natural variations in the color, texture or graining of the wood, either before or after it has been treated or finished are not considered warranted defects.
- All products must be properly handled and protected at all times, and must be stored and installed in dry buildings and never in damp or moist environments.
- The products also must be protected from abnormal heat, excessive dryness or excessive humidity for any prolonged periods of time.
- All products must be correctly fitted and installed.
- They also must be finished on all exposed edges top and bottom edges sealed thoroughly to prevent undue absorption of moisture.
- Tucker Door & Trim will not be responsible for defects resulting from neglect of these precautions or any damage done to other property due to neglect of these precautions.

### Returned Materials Policy

All pickups and returns will be subject to inspection by management before any credit will be processed. Please make sure that you have followed all warranty guidelines set forth by our vendors and our own warranty policies. The failure to do so will result in denial of any claim.

- **As stated on our delivery ticket all items are assumed received in good condition and meets all specifications as ordered and is complete per quantities stated, unless the customer states otherwise on the signed delivery copy that we invoice from.**
- All non-manufactured/shelf items will be subject to a restocking fee of 25%.
  - Non-Manufactured/Shelf items will only be accepted when returned in good, saleable condition and all cartons intact.
  - Return of non-manufactured/shelf items will **not be** allowed after **30 days** from receipt of material
- Our policy is that we will not pick up or credit any **value added material (i.e. built up units or special order items)**, if we have a signed delivery copy that states it was received in good condition, complete and all specifications are met.

We allow 24 hours after time of delivery to report any damage that may be hidden from plain sight during the shipping process. Any objection or claim based on damage hidden from plain sight must be made in writing within such twenty-four (24) hour period. No claims for service work performed by others will be allowed unless specifically authorized by Tucker Door in advance.



### **Field Service Policy**

- All field service claims must be qualified by the dealer that the product was sold to from Tucker Door & Trim Corp, to insure that the field service issue is with the product and not a condition created as a result of improper installation or failure to properly finish and or maintain the product.
- Once the determination by the dealer has been made that there is a possible objection to the product, the appropriate Tucker Door representative must be provided the following information in writing within ten (10) days from the dealer's receipt of such objection.
  - **Tucker Door & Trim's** invoice number and or order number
  - Dealers Purchase Order Number
  - Date of Delivery by Tucker Door
  - A detailed report of the problem with any **pictures** or **other information** supporting the claim.
  - Dealer's customer information
    - Name
    - Address (including zip code)
    - Phone Number (Daytime and Evening)
    - Customer's email address if available
- Tucker Door's representative will determine if an inspection is necessary and will call within 48 hours to setup an inspection appointment if necessary. Any such inspection will take place within 7 business days of receipt of claim. **Dealer representative must be present on all job site visits with the Tucker Door representative.**
- If, upon inspection, the objection is a result of a product failure that is a warranted by Tucker Door's vendor and is within the warranty period stated by said vendor, the repair and or replacement will be made as per the manufacturer's warranty.
  - **Please note most manufacturer's warranties provide no compensation for labor such as finishing and refitting replacement products. Therefore, as Tucker Door & trim Corp. is the distributor of these products, we must abide and follow the terms and conditions set forth by manufacturer's warranty.**
- If, upon inspection, the objection is a result of a manufacturing issue related to Tucker Door then the necessary repair or replacement, **at our discretion**, will be provided by an authorized Tucker Door representative at no charge for up to one year from date of purchase.
  - **Please note Tucker Door's warranty provides no compensation for labor such as finishing and refitting replacement products.**
- If, upon inspection, the concern is not as outlined above then there will be a minimum inspection charge of \$60.00 net to the Dealer. **No work will be done by an agent of Tucker Door which is deemed outside the scope of the manufacturer's warranty or for problems not caused by product failure and or caused by Tucker Door & Trim Corp.**



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**Warehouse Shipments:** All warehouse orders are subject to our net 10<sup>th</sup> terms and should be paid no later than the 10<sup>th</sup> of the month following invoice date.

**Direct Shipments:** All direct shipments are subject to Special Direct Terms 10 days following date of invoicing.

**Service Charge:** A 1-1/2% per month service charge will be charged on all past due account balances.

### Credit Agreement

1. All amounts are payable on or before the net due dates as shown on each invoice, and if not paid on or before said date, are then considered delinquent.
2. It is understood that Tucker Door & Trim Corp. may impose and charge a service charge, which is the lower of one and one-half percent per month or the highest rate allowed by law on any amount, which becomes past due and delinquent. Additionally, the customer is responsible for all collections and costs and reasonable attorney's fees in connection with any delinquent accounts and agrees that Walton County, Georgia shall be proper venue for any legal action. The customer expressly consents and agrees to the jurisdiction and venue of Walton County Superior Court for such legal action.
3. No terms or conditions of purchase orders different from the terms of Tucker Door & Trim Corp. will become a part of any sales agreement unless specifically approved in writing by Tucker Door & Trim Corp.
4. Tucker Door & Trim Corp may utilize outside credit reporting services to obtain information about a customer
5. The continued solvency of the customer is a precondition of any sales made by Tucker Door & Trim Corp. Customer agrees to provide Tucker Door & Trim Corp. on request a statement representing that the customer is and remains solvent. In the event that the customer is or becomes insolvent and accepts delivery of purchased goods thereafter, then Tucker Door & Trim Corp. shall have the right as its option, to reclaim those goods at customer's locations without notice or further legal action. Facsimiles and/or other electronic copies will be binding until the signed original is received by Tucker Door & Trim Corp. These provisions are governed by the State of Georgia. In the event a dispute arises between a customer and Tucker Door & Trim Corp., and such dispute comes before a court of competent jurisdiction, the customer specifically and knowingly waives its rights to a trial by jury on any issue that may come before such court. To the extent this waiver of jury trial is found to be unenforceable, the parties expressly consent that such dispute may be resolved by binding arbitration in accordance with the federal Arbitration Act, upon demand by Tucker Door & Trim Corp.