



Terms and Conditions Agreement

Binding Terms and Conditions

These Terms and Conditions govern all transactions with Commercial Door Specialties LLC ("CDS"). Buyer shall be deemed to have accepted these terms upon placement of an order with CDS. CDS hereby expressly objects to and rejects any additional or different provisions, including any purported provisions contained in Buyer's purchase order, and none of such provisions shall be deemed to be a part of this Agreement unless specifically agreed to in writing by CDS.

Sale of Materials

CDS agrees to sell, and Buyer agrees to purchase the materials, subject to all of the covenants, terms and conditions, and to pay CDS the purchase price set forth in the Order. The Order shall be issued by CDS in invoice form and signed by Buyer.

Inaccuracies / Typographical Errors

- a. CDS Door, LLC is not responsible for typos or misprints contained within our submittals. We reserve the right to correct typos, errors and descriptions as needed to maintain accurate information. Under no circumstances will CDS Door, LLC be liable for misquoted content. All information and prices should be verified prior to final transactions.
- b. Orders are subject to verification by site measurements and/or shop drawings, which may result in adjustments to the purchase price. Buyer shall approve final measurements and other product specifications in writing prior to CDS placing the Order with the manufacturer.
- c. Order changes or cancellation must be made within 24 hours of Buyer's final approval of the Order. Changes or cancellations after 24 hours are at the discretion of CDS and if allowed, may be subject to additional charges.

Purchase Price and Terms of Payment

- a. Materials shipped under the Order shall be invoiced at the prices and payment terms set forth in the Order.
- b. The purchase price for the Materials shall include all taxes, customs duties or other governmental charges due with respect to the Materials. Buyer shall, however, pay for any taxes that it is statutorily required to pay.

Disclaimer:

CDS Door LLC is a door, frame, and hardware supplier, serving the commercial construction industries, we are not an installation company for the materials provided and is the responsibility of others/customer to install.

Any installation issues that may arise can be directed to either CDS Door LLC, the manufacture or local factory representation for advice, but not liable for any and all installation mishaps or damage. It's the responsibility of the installer to review all installation docs prior to drilling, cutting, or modification of any new or existing door openings ie; doors or frames, floors, walls etc.

Any material that comes non-handed field reversible is responsibility of the installer to solve in the field. If CDS or its representatives is called or asked to do a site visit to explain, direct, or consult on issues that pertain to door hardware issues there may be a billable cost to such actions and viewed as a change order and to be paid in following payment schedule.

CDS is not responsible for missing or lacking parts and may require replacement costs after delivery, A signed shipper is required prior to departure of delivery site. Extra parts, missing parts to be replaced may have a billable cost to the customer. There may be restocking fees for returns (determined by various vendors and administration fees may apply). All returns to be in good condition and in original packaging, no extra markings, no torn, wet packaging will be accepted, or unless the discretion of CDS or its vendors.

Changes to this Agreement

We reserve the right, at our sole discretion, to modify or replace these Terms and Conditions by posting the updated terms on the Site. Your continued use of the Site after any such changes constitutes your acceptance of the new Terms and Conditions.

Please review this Agreement periodically for changes. If you do not agree to any of this Agreement or any changes to this Agreement, do not use, access or continue to access the Site or discontinue any use of the Site immediately.

Payments Payment is due in full upon placement of all orders to be shipped outside the State of Michigan. At the sole discretion of CDS Door, LLC we may allow a 50% deposit on orders requiring significant or lengthy production, with the remaining balance due prior to shipment.

Michigan Customers

All orders placed at our Michigan warehouse that are available for immediate pick up or the same day are required to be paid for in full, upon placement of order. Unless granted credit, all orders require a 50% deposit with the remaining balance due at time of receipt or prior to shipping. If a deposit is required and you do not make arrangements to pay your balance after 10 (ten) business days and you used a credit card or debit card to submit a deposit, CDS Door, LLC will charge your credit/debit card on file, to pay for the remaining balance due. If deposit was submitted via cash or check, you may be asked to complete a Past Due Credit Authorization Form. All credit card payments may be accessed a 3.5% processing fee.

Charge Accounts

Credit may be extended at the sole discretion of CDS Door, LLC. A Net 30 Charge Account Application and a Past Due Credit Authorization Form must be completed and approved by CDS Door, LLC before credit can be extended. Should your account become 30 days past due, CDS Door, LLC is authorized to charge your credit card or debit card in the amount of the past due balance. For more information on obtaining credit with CDS Door, LLC, please email: cdsdoor@gmail.com

Payment Options

Company Checks: If paying with company check, money order(s) may be held until check clears with our bank.

Sales Taxes

CDS Door, LLC withholds applicable sales tax or transaction privilege tax for orders to be delivered to addresses within Michigan and for orders picked up at our Michigan warehouse. Each customer shall be solely responsible for all sales taxes, or other taxes, on orders shipped to any other location. Michigan customers reselling goods or using the goods provided by CDS Door, LLC for an exempt purpose, may be exempt from tax. A completed Exemption Resale Certificate must be presented to CDS Door, LLC before a sale can be exempt from sales tax or transaction privilege tax.

Lead Times

Most standard or non-custom doors and hardware have a lead time of 5-15 working days. Due to the complexity and many custom options of our products, lead times can vary from one order to the next. An approximate ship date will be provided to you after your order has been confirmed. Scheduled shipping dates are based on best estimates but are not guaranteed. CDS Door, LLC will not accept orders with a penalty or late delivery provision.

Shipping Policies

Most national (non-Michigan) door orders and larger hardware orders are shipped LTL Freight "tail gate delivery" or "back of the truck" via a ground freight carrier, directly from the manufacturer(s) or from CDS Door, LLC, in Ypsilanti, MI. Standard shipping does not include liftgate service, but this service is available for an additional fee, if requested. Door and frame orders are palletized and/or crated before shipping. All orders shipped outside of the Ann Arbor, Ypsilanti and Detroit, Michigan metro area are subject to a crate fee charge. Depending on location, some Michigan orders are shipped and delivered by CDS Door, LLC. Smaller orders that do not include doors are shipped via FedEx, UPS and/or USPS. Michigan orders delivered by CDS Door, LLC are delivered "Back of Truck, Dock/Tailgate Delivery" (Recipient Responsible for Unloading; Driver Will Not Assist in Unloading). - **"See important document attached"**

Change Orders

Any and all change orders are to be approved in writing and may require a partial or full payment in advance and/or to be paid in full within the next billing cycle.

Changes and Order Cancellations

The following applies to any cancellation of part (or all) of an order, or any change to an order, after receipt by CDS Door, LLC. Order Changes or Cancellations must be reported within 24 Hours. Change orders or cancellations requested after 24 hours are subject to the approval of CDS Door, LLC. Additional charges may apply, including restocking fees. Order cancellations on custom, modified or fabricated orders are not accepted and will be charged at full quoted price, minus shipping expenses. CDS Door, LLC reserves the right to reject any change order request submitted after 24 hours.

Returns

CDS Door, LLC does not allow returns for any material sold & received as ordered, unless authorized. A restocking charge may be invoked in connection with the return of any product. We do not, by any means accept returns for custom, modified, prepped, pre-finished, or previously installed products that have been altered whatsoever from their original condition. For information regarding freight damage, defective products, warranties or order discrepancies, see below.

General Provisions

- a. This Agreement shall constitute the complete understanding and contract between CDS and Buyer with respect to the Materials ordered from CDS and supersedes any prior written or oral understandings. No purported amendment, modification or waiver of any provision of the Agreement shall be binding on CDS unless set forth in a written document signed by an authorized representative of CDS. Any waiver shall be limited to the circumstance or event specifically referenced in the written waiver document and shall not be deemed a waiver of any other term of the Agreement between CDS and Buyer or of the same circumstance or event upon any recurrence.
- b. Buyer may not assign or subcontract any of its rights or obligations without CDS's prior written consent.
- c. If any provision hereof is held to be unenforceable by the final order of any court of competent jurisdiction, such provision shall be severed and shall not affect the interpretation or enforceability of remaining provisions hereof.
- d. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Michigan, without reference to any conflicts of law principles. Buyer hereby consents to the exclusive jurisdiction and venue of the Federal and state courts located in the State of Michigan as the exclusive forum for the resolution of disputes.
- e. Buyer and CDS acknowledge that they are each independent parties and neither shall be deemed an agent or representative of the other or have authority to bind the other in any manner whatsoever.

Freight Damages

All shipments not delivered by a CDS Door, LLC owned truck are F.O.B. Point of shipment. Title passes at the time of shipment. All freight claims are the responsibility of the purchaser. Customer must note any freight damage on the receiving tickets or bill of lading and shall be responsible for filing claims with the delivering carrier. CDS Door, LLC shall not be responsible but will provide assistance in making such claim. Visibly damaged goods must be reported to the driver, noted on the bill of lading and should be reported to cdsdoor@gmail.com within 24 hours of the delivery. If the package shows visible damage and you feel that all or most of the material is unusable, we recommend that you refuse the delivery in its entirety.

NOTE: Surface scratches on metal doors and frames do not constitute damage, as doors are shipped unfinished (primed gray). - **"See important document attached"**

Defective Products & Warranties

CDS Door, LLC warranties all products under original manufacturer warranty. To report a defective product or warranty claim, email: cdsdoor@gmail.com

Missing or Wrong Items

Missing or wrong items must be reported within 24 hours of receiving material. To report missing or wrong items, email: cdsdoor@gmail.com

Contact Us

If you have any questions about this Agreement, please contact us at:

NOTICES. Any notices required to be given by one party to the other shall be deemed to have been given if delivered, mailed, faxed or emailed to the other party at:

CDS:
Commercial Door Specialties LLC
4007 Carpenter Rd, Ste 201
Ypsilanti, MI 48197
Phone: 734-730-7789 Fax: 877-528-9535
CDSDoor@gmail.com

Buyer:
Per contact information on order