



## **Terms and Conditions of Sale**

### **1. Acceptance of Order**

All buyer's orders must either be written on buyer's Purchase Order or the Enclosure Guy order form and signed for by the buyer. Enclosure Guy is not bound by any terms listed on a purchase order or the buyer's order form that are in variance with Enclosure Guy's Terms and Conditions of Sale. Upon placement of the order, the buyer is considered to have accepted Enclosure Guy's Terms and Conditions. No order, quotation or acknowledgements and no provisions of Enclosure Guy's Terms and Conditions of Sale are subject to change in any respect, except as may be expressly agreed to in writing by an authorized representative of Enclosure Guy. Failure of Enclosure Guy to object to provisions contained in any Purchase Order or other communications from the buyer (including without limitations penalty clauses or labor charges) shall not be construed as a waiver of these Terms and Conditions of Sale, or an acceptance of any such provisions. In no event shall Enclosure Guy be responsible or liable for any special indirect or consequential damages arising out of this agreement with the buyer. The acceptance date of the Verified Sales Order (VSO) shall be the date Enclosure Guy emails the confirmation of the acceptance of the VSO to the buyer and acknowledged through consent by the customer.

Enclosure Guy shall accept the order evidenced by the VSO, which shall be sent to the customer. Orders may be cancelled with notice to Enclosure Guy in writing within the three (3) business days of the acceptance date of the VSO. If the order is not cancelled after three (3) business days of the acceptance date of the VSO, the customer shall lose the deposit and may, on special order materials or hardware, be required to pay an additional 20% restocking fee and may be required to pay for specific engineering, drafting, samples, models, mock-ups, and postage, if any. After three (3) business days of the acceptance date of the VSO, the customer may be required to pay an additional 10% administrative fee on the gross sales price.

If the order is cancelled within the three (3) business days of the acceptance date of the VSO, the deposit, minus any applicable fees will be returned within 30 days of the cancellation.

### **2. Engineering**

Enclosure Guy does not guarantee a wind-speed rating for the product unless the customer specifically requests an analysis and engineering for the particular application, which must be evidenced by a specific line item in the order with the appropriate cost identified. If the customer believes such analysis and engineering is deemed appropriate due to special conditions, including permitting, environmental, and high wind velocity for the area of installation, the customer is required to make such a request no later than three (3) business days from the acceptance date of the VSO.

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### **3. Permitting**

A permit from the local city, county or state government may be required for the installation of the product. Securing such permit is the responsibility of the customer and not Enclosure Guy.

If Enclosure Guy will be installing the product, the customer must provide Enclosure Guy with the authorized permit or permits at least one week prior to the date of installation. The customer agrees to indemnify Enclosure

Guy for all costs, fines, interest, any loss of revenue as a result of being red tagged and/or shut-down, and attorney's fees if the customer does not secure the appropriate permit(s) and Enclosure Guy is cited by any local or state agency for violation of any building code.

### **4. Prices**

Prices will include, where applicable, state taxes. Prices and specifications are subject to change without notice. Written quotations expire 30 days from date of the quotation, unless otherwise specified. In the event that the buyer wants to postpone the delivery date of a previously accepted order, Enclosure Guy, on its sole discretion, reserves the right to approve such postponement. If Enclosure Guy agrees in writing to a postponed delivery date then the price that will apply to this order shall be the price in effect on the postponed shipping date.

### **5. Terms of Payment**

Terms of payment are as specified on Enclosure Guy's invoice, regardless of terms indicated in Purchase Order or the buyer's order form or other documents. Any outstanding balances on the due dates shall be subject to a service charge of 1.5% per month (18% per annum) or the maximum amount allowed by applicable law. Accounts with outstanding balances may be placed on credit hold until the account is brought to date. Accounts past due 60 days may be placed for collection and all charges in the collection process, including attorney's fees, will be invoiced to the buyer. Furthermore, the account will be reclassified to 100% prepayment status, work in progress will be placed on hold, and the warranty will no longer be honored. Payment on time and in accordance with terms stated herein is of the essence, and whenever the buyer is in default, or in the event of substantial changes in the financial situation of the buyer's company, including but not limited to bankruptcy, change of ownership, and change in credit rating, Enclosure Guy reserves the right to cancel the Purchase Order without liability for damages to the buyer, or defer or discontinue shipments until past due payments are made and assurances furnished to Enclosure Guy's satisfaction of the buyer to pay for such shipments. If an order involves partial shipments, failure to pay for a partial shipment entitles Enclosure Guy to hold subsequent deliveries until payment of past due shipments is made.

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## 6. Delivery

All shipments are Freight-On-Board (FOB) seller's facility, unless otherwise specified by Enclosure Guy. Enclosure Guy shall specify point of shipment on the VSO and Enclosure Guy shall select routing method of transportation if not specified on the customer's purchase order. Claims for lost or damaged shipments shall be reported immediately to the carrier, and annotations reflecting such loss or damage shall be placed on all delivery receipts signed by the buyer. The buyer is further required to inspect the merchandise upon delivery and in the event defects or damages should be noticed after delivery, the carrier should be immediately contacted by telephone and, if carrier fails to send an inspector within five (5) days, a request should be made in writing to the carrier, confirming the telephone request for inspection. Should the buyer, in the first instance, fail to file a limit, any potential claim for defect(s) against Enclosure Guy shall be waived.

## 7. Shipping Delays

Unless otherwise specified by Enclosure Guy, shipping dates provided by Enclosure Guy at the request of the buyer are approximate. Deviation from estimated shipping schedules shall not entitle the buyer to penalties or damages, nor shall it be an acceptable ground for cancellation of the order. Enclosure Guy shall not be responsible for any losses or damages to the buyer (or third party) occasioned by the non-performance of any of Enclosure Guy obligations under the contract when due to any cause beyond Enclosure Guy's reasonable control (including without limitation: an act of God, act or omission of the buyer, embargo or other governmental act or authority regulations or request, fire, theft, accidents, strikes, slow-down, war, riot, delays in transportation, inability to obtain necessary labor, material or manufacturing facilities).

## 8. Returns

No returns will be accepted without prior written authorization by Enclosure Guy. A Return Merchandise Authorization (RMA) Number issued by Enclosure Guy must accompany all returns, and all unauthorized returns will be refused. The return shipment is to be freight prepaid by the buyer, and under no circumstances shall the buyer deduct the value of the returned merchandise from any remittance due.

A Return Merchandise Authorization (RMA) number must be obtained prior to returning any product. All returns are subject to manufacturer approval upon receipt and inspection and require that returning party pay freight. A restocking fee of 20% of Enclosure Guy's sale price will be charged for special orders.

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## 9. Fit Assurance

Enclosure Guy guarantees every project's fit by including one (1) FREE Design Consult with our design engineer and founder, Clint R. Oliveira. With more than forty (40) years of experience, will walk the buyer and/or buyer's representative through the measuring process via phone and photo. The buyer will be required to take and submit photos of the area where the product is to be installed. Projects that are very complex, Enclosure Guy does offer an on-site field survey starting at \$250.00 (local) and up to \$2,500.00 (nationwide) when a customer and/or representative cannot or will not provide the necessary information required to design and/or build the project. Enclosure Guy will additionally, at no cost, provide a verbal installation tutorial to a local installer during such onsite survey/verifications if the end-user elects not to employ Enclosure Guy for the installation. If any curtain or screen does not fit, Enclosure Guy will re-work and/or replace the product free of charge. The buyer will be required to pay all shipping, removal, take-down, and cost of re-installation, if any.

Curtain panels may initially appear oversized to compensate for lateral shrinkage. ALL curtains will shrink from their designed nominal dimensions. Expansion (E/F) and/or Connection flaps (C/F) can be ordered separately to accommodate for lateral shrinkage before curtain panels become too taut and result in damaging the zipper closures and stitching, which is NOT warranted.

## 10. Title and Risk of Loss

Risk of loss on all products shall pass to the buyer at the FOB point of shipment. However, Enclosure Guy shall retain a security interest in the products until fully paid and the buyer agrees to perform all acts necessary to perfect and assure the security in such equipment by Enclosure Guy. In the event that Enclosure Guy wishes to file a security interest in the product, pursuant to the Uniform Commercial Code, the buyer authorizes Enclosure Guy to file such financing statement without the buyer's signature.

## 11. Default

In the event of the buyer's default in payment for the products purchased hereunder upon the terms and conditions agreed upon with Enclosure Guy, the buyer shall be responsible for all reasonable costs, expenses, and attorney's fees incurred by Enclosure Guy in collecting any sums owed by the buyer, and Enclosure Guy shall not be obligated to make any further deliveries to the buyer.

## 12. Applicable Law

Enclosure Guy's Terms and Conditions of Sale stated herein shall be governed by and construed in accordance with the laws of the State of Texas. The buyer submits to the exclusive jurisdiction of the Courts of Texas with respect to any dispute regarding the terms and conditions stated herein. The buyer further agrees to venue in Gonzales County.

## 13. Substitutes

Enclosure Guy may furnish substitutes for materials not obtainable because of priorities or regulations established by governmental authorities or because of non-availability of materials from suppliers, providing such substitutes will not affect the technical soundness of the product or performance.

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#### **14. Errors**

Typographical or clerical errors in quotations, orders or acknowledgements are subject to corrections.

#### **15. Dimensions**

The dimensions and measurements in our printed documents are approximate at the date of publication and may be superseded thereafter. The buyer should consult Enclosure Guy before utilizing such information. The buyer accepts the full responsibility to verify ALL dimensions on the VSO prior to acceptance.

#### **16. Waiver**

The failure of Enclosure Guy to seek insistence upon the strict performance of any covenant or condition in these Terms and Conditions of Sale shall not prevent or constitute a waiver by Enclosure Guy from seeking compliance with respect to other terms and conditions contained in these Terms and Conditions of Sale.

Enclosure Guy's Terms and Conditions of Sale apply to all prices. The prices on price sheets or furnished in Enclosure Guy's estimates are for Enclosure Guy's components and do not include the cost of installation, travel expenses, per diems, rental equipment (if any), or any other project specific expense unless otherwise line-itemed and indicated on the VSO.

#### **17. Severability**

Invalidity or unenforceability of one or more provisions stated herein shall not affect the validity and enforceability of any other provision of Enclosure Guy's Terms and Conditions of Sale.

#### **18. Additional Terms**

It is crucial to verify all measurements furnished to Enclosure Guy, from which the buyer's custom product is manufactured. Please be aware that once the buyer's custom order is approved, accepted by the buyer and activated with deposit and/or issuance of Purchase Order, the order cannot be cancelled except in writing no later than the third business day from date of acceptance.

#### **19. Additional Terms for Curtains**

Enclosure Guy produces all Deck (ceiling to floor) Style curtain finish heights are designed greater than specified mount height to compensate for shrinkage, if any and Sure-Seal bottom Sweeper. Café (knee wall openings) Style curtains are designed over-lap to openings. Expansion, Filler Flaps are manufactured to compensate for excessive lateral shrinkage, if any, beyond initial design parameters. Flaps can be purchased separately by written request.



## **LIMITED PRODUCT WARRANTY**

### **Framing Warranty**

Congratulations on the purchase of an Enclosure Guy system, manufactured by Enclosure Guy. Your new system is covered by a limited warranty for up to a period of ten (10) years from the date of original purchase.

Because of the utmost pride and confidence we have in our product, we warrant to the original purchaser and subsequent owners that the framing system and its component parts, finishes, and coatings will be free from defects in workmanship and material for as long as this warranty remains in effect.

Under this warranty, we agree to repair or replace (at our option), free of charge, excluding charges for field labor and shipping, any defective part of the framing system, provided that the frame and/or its component parts have not been abused, misused, or installed improperly, and that our care instructions, provided in the original purchase package, have been followed.

This warranty does not cover damage to the framing system and/or component parts caused by faulty installation, reinstallation, or service as not set forth in the installation manual unless such installation and reinstallation is performed by Enclosure Guy.

Enclosure Guy is not responsible for damage to any structure to which the system is installed or attached, or to property or items located above, below or near the system. Further, this warranty is void if the system is serviced, or repaired by any unauthorized dealer or service outlet.

Enclosure Guy is not responsible to cover damage to the framing system or its component parts caused from acts of nature, such as hurricanes, gales, tornadoes, snow, sleet, rain, winds, hail, flooding, weights or loads allowed to accumulate on the system, fire or similar hazards, vandalism, neglect, improper use or care, or a combination of the foregoing, or dents, scratches or weathering occurring from normal-use wear and tear.

Enclosure Guy does not guarantee wind-speed rating for the product unless the customer specifically requests an analysis and engineering for the particular application, which must be evidenced by a specific line item in the order with the appropriate cost identified. If the customer believes such analysis and engineering is deemed appropriate due to special conditions, including permitting, environmental, and wind velocity for the area of installation, the customer is required to make such a request no later than three (3) business days from acceptance of order by Enclosure Guy.

If the framing system or its component parts mentioned above exhibit defects in material or workmanship within ten (10) years from the date of the original purchase, you must within said ten (10) year period and within 48 hours of your noticing any defect in material or workmanship notify Enclosure Guy.

**Enclosure Guy disclaims any implied warranty of merchantability and implied warranty of fitness for particular purpose.** Except as provided in this Limited Product Warranty, there are no warranties that extend beyond the description of such warranty in this Limited Product Warranty.

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All costs related to installation and reinstallations of the Enclosure Guy's equipment covered by warranty are not the responsibility of Enclosure Guy.

Enclosure Guy shall retain the articles that are replaced pursuant to the terms of this warranty.

Ship dates are approximate, estimated from the (final) acceptance of the Sales Order Acknowledgement.

This warranty gives you specific legal rights, but you may also have additional or other rights that may vary from state to state.

This warranty does not include fabric or any components affixed to fabrics. For warranty information on these products, please see Limited Fabric Warranty.

Enclosure Guy will not be responsible for any consequential damages caused during or after installation.

If the buyer resells any Enclosure Guy's product to another buyer or end-user, it shall include all the terms and provisions of this warranty in such resale. Enclosure Guy's responsibility to any such third party shall be no greater than Enclosure Guy's responsibility under the warranty to the original buyer.

#### **Limited Fabric Warranty**

Enclosure Guy warrants all fabric products from failure in normal use due to defects in material or workmanship for period of three (3) years from date of original invoice.

Enclosure Guy reserves the right to repair, rework and/or replace items at its discretion for all warranties stated herein. Enclosure Guy shall be to repair or replace defective equipment, which conforms to warranty.

Enclosure Guy is not responsible to cover damage to fabrics or affixed components caused by acts of nature, such as hurricanes, gales, tornadoes, snow, sleet, rain, winds, hail, flooding, ultra-violet degradation, weights or loads allowed to accumulate on the system, fire or similar hazards, vandalism, neglect, improper use or care, or a combination of the foregoing, scratches or weathering occurring from normal-use wear and tear.

Enclosure Guy does not guarantee wind-speed rating for the product unless the customer specifically requests an analysis and engineering for the particular application, which must be evidenced by a specific line item in the order with the appropriate cost identified. If the customer believes such analysis and engineering is deemed appropriate due to special conditions, including permitting, environmental, and wind velocity for the area of installation, the customer is required to make such a request no later than three (3) business days from acceptance of order by Enclosure Guy.

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This limited warranty does not cover non-defective damage caused by manufacturing techniques, structural mount surface integrity, improper installation not provided by Enclosure Guy, water collection and/or staining, cold crack, chafe, product modification, improper storage, ultra-violet degradation, shrinkage, over tensioning system or not employing all (provided) tie-downs during system's deployment, lack of operational care and handling, burns, punctures, torn stitching resulting from not inserting (provided) filler (expansion) flaps, any/all abuses, non-fitness for purpose, failure to provide reasonable and necessary care and maintenance, any alterations to the product or additional labor costs to facilitate repairs and/or replacements including structural damage or freight to and from Enclosure Guy's factory.

Enclosure Guy shall not be liable for any injury, loss or damage, direct or consequential, arising out of the inability to use the equipment. The buyer and/or the end-user shall determine the suitability of the product for its intended use and assumes all risks and liability in connection therewith.

Enclosure Guy shall retain the articles that are replaced pursuant to the terms of this warranty.

Ship dates are approximate and estimated from the (final) acceptance of the Sales Order Acknowledgement.

Opened or damaged shipping packages or containers should be reported immediately to carrier, photographed, and make noted on delivery receipt before accepting. Additionally, report all damaged deliveries to Enclosure Guy within 24 hours.

**Enclosure Guy disclaims any implied warranty of merchantability and implied warranty of fitness for particular purposes.** Except as provided in this Limited Product Warranty, there are no warranties that extend beyond the description of such warranty in this Limited Product Warranty.

Tolerances for design parameter equals approximately five percent (5%) of nominal dimensioning for shrinkage.

All costs related to installation and reinstallations of Enclosure Guy's equipment covered by warranty are not the responsibility of Enclosure Guy.

Enclosure Guy will not be responsible for any consequential damages caused during or after installation.

If the buyer resells any Enclosure Guy's product to another buyer or end-user, it shall include all the terms and provisions of this warranty in such resale. Enclosure Guy's responsibility to any such third party shall be no greater than Enclosure Guy's responsibility under the warranty to the original buyer.

**Additional Exclusions:**

Chafing of any kind, including but not limited to, rope halyards, obstruction cut-outs, columns and column pedestals, cap stones, knee walls, concrete slabs, cold crack, modifications or customizations of the proto-typical design at the request of the buyer are not warranted.

**\*\*\* Panel's greater than 168 inches, in width or height are NOT warranted.**

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