

Metro Door Quote Terms & Conditions v.2.16.23

Unless otherwise stated in a separate written agreement between Metro Door, LLC and Buyer, the following terms and conditions become a part of the proposal, quote, or any similar document attached (collectively referred to as the "Quote"). "Company" refers to Metro Door, LLC. "Buyer" refers to the customer indicated on the attached Quote.

1. PRICES

The quoted price ("Quote Price") is firm and offered for acceptance within 30 days from the date of the Quote, provided quotation is for production and for shipment of goods or provision of services within 8 weeks from the date of quotation. The Quote Price is in U.S. Dollars unless otherwise noted. Prices are subject to the following conditions:

- a. An increase equal in amount to any tax Company may be required to collect or pay on the sale.
- b. A price increase resulting from Buyer requested changes in the goods or services or changes in the production schedule.
- c. Due to the current volatility in material supply and costs, the Quote Price is subject to revision. Upon request from Buyer, Company will substantiate said adjustments by providing documentation related to the announced price increases from impacted manufacturer(s).
- d. The quote submitted is our best interpretation of the product requested by documents provided at time of quote. Please review quote completely to assure it meets your requirements.

2. SHIPMENT

Shipment is F.O.B. Lewisburg, TN. Buyer shall bear all costs of freight and insurance in connection with delivery. Upon request of Buyer, Company may prepay freight and insurance charges on behalf of Buyer and bill such charges to Buyer. In either event, risk of loss or damage in transit passes to Buyer upon *delivery to carrier*. Deliveries arranged by Metro Door are during normal business hours and do not include costs of special equipment or permits if required.

3. DELIVERY

- a. The Company will endeavor to secure shipment of orders as scheduled. However, all shipment dates are approximate only, and the Company reserves the right to readjust shipment schedules.
- b. Under no circumstances will the Company be responsible or incur any liability for costs or damages of any nature (whether general, consequential as a penalty or liquidated damages, or otherwise) arising out of or owing to (1) delays in delivery or (2) failure to make delivery at agreed or specified times due to circumstances beyond its reasonable control.
- c. If delivery is refused or shipment is suspended by Buyer, Buyer shall pay (1) Company's invoice for goods or services as per payout terms, (2) Company's handling and storage charges, and (3) demurrage charges.

4. CANCELLATION

Buyer cannot cancel orders placed with the Company except with the Company's express written consent, and upon terms and payment to the Company indemnifying the Company against loss,

including but not limited to expenses incurred and commitments made by the Company. Cancellation will be a minimum of 25% of the total Quote Price.

5. CONCEALED OR UNKNOWN

Concealed or unknown conditions below the surface of the ground or in an existing structure may be encountered that differ materially from those recognized as inherently part of the contract. In the event concealed or unknown conditions are encountered, the Quote Price shall be equitably adjusted by a change order upon claim by the Company.

6. PROPOSALS INCLUDING INSTALLATION

- a. Field Painting is not included unless specified in the quote.
- b. Removal of existing doors is not included unless specified in the quote.
- c. Metro Door installers are not responsible for identifying the location of product in the store. The GC or site representative will be required to provide center line of grille and tube placement.
- d. Unless specified otherwise in quote, installation will be performed during normal business hours Monday-Friday and at non-union labor rates.
- e. Certified skill trades such as welders, steel workers, etc.. is not included unless specified.
- f. Placement and installation, to include wiring, of the key switches, push button controls and emergency release devices is responsibility of customer.

7. PREPARATIONS OF OPENING/SITE

- a. Jambs, lintels, sills or other structural elements required to prepare openings are provided by customer unless specified in quote.
- b. Encumbrances obstructing installation of product is required to be moved prior to installation by customer.
- c. Customer is required to assure as-built condition of site opening matches plans that were used for quoting purposes unless a site visit is performed by Metro Door.
- d. Customer will be responsible to assure site is ready for day of installation and all encumbrances removed prior to arrival to avoid additional labor charges.

8. PERFORMANCE REQUIREMENTS

The good and services furnished under this Quote will be as stated, and Buyer has selected same based on the specification (type, amount, source end products, and intended use of Buyer) of the material to be handled or processed by Buyer and the local, state and federal regulations in existence on the date of the Quote. Changes in the good and services may result from matters determined by surveys, studies, approvals, and permits or from changes in the material specification by Buyer or from changes in the local, state, and federal regulations. In this event, the Quote Price shall be equitably adjusted by change order upon claim by the Company.

9. INFORMATION AND SERVICE REQUIRED OF THE BUYER

- a. The Buyer shall furnish all necessary surveys describing the physical characteristics, legal limitations and utility locations for the site of the Project, and legal description of the site.

- b. The Buyer shall secure and pay for all necessary surveys, studies, approvals, easements, assessments, notices, and permits required for the construction and use of permanent structures or for permanent changes to existing facilities.
- c. Information or services under the Buyer's control shall be furnished by the Buyer with reasonable promptness to avoid delay in the orderly progress of the work.
- d. Roof or wall openings, flashing, and counter flashing shall be furnished by the Buyer.
- e. Electric, water, steam, fuel, compressed air, storm/sanitary drain, and other utility sources or connections shall be furnished by the Buyer.
- f. Labor and material required to make connection between the equipment furnished under the contract and the utilities shall be provided by the Buyer.
- g. Labor and material required to make field connections between equipment components (except reconnection of items dismantled for shipment) shall be provided by the buyer.
- h. Site access and site conditions to allow for unimpeded use of installation equipment is the responsibility of the Buyer.
- i. The Buyer shall secure and pay for all testing required by local, state, and federal regulations

10. SERVICE WARRANTY

Except as expressly set forth in this quote, Company warrants all service performed hereunder to be performed in a workmanlike manner and free from defects in workmanship upon completion.

Company's obligation, and Buyer's sole remedy hereunder, shall be limited to repair by Company of any defects discovered and reported in writing to company within 90 days after completion of services hereunder, without charge to Buyer, or (at Company's option) return of the Quote Price for such defective devices.

11. GOODS WARRANTY

EXCEPT AS EXPRESSLY SET FORTH IN THIS QUOTE, THE GOODS SHALL BE GUARANTEED AGAINST DEFECTIVE MATERIALS FOR A PERIOD OF ONE YEAR FROM DATE OF INSTALLATION.

12. LIMITATION OF LIABILITY

NOTWITHSTANDING ANY PROVISION HEREIN OR IN ANY WORK ORDER TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL (INCLUDING LOST PROFITS), SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES IN CONNECTION WITH THE SERVICES OR GOODS PROVIDED HEREUNDER, EVEN IF NOTICE WAS GIVEN OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE.

13. FORCE MAJEURE

Company shall not be responsible for any delay or failure to make or deliver goods or perform services due to any cause or circumstance beyond its reasonable control ("Force Majeure"), including, without limitation, the following: (i) fire, storm, flood, strike, lockout, accident, act of war or terrorism, riot, civil commotion, embargo, pandemic (ii) any regulation, law, order or restriction of any governmental department, commission, board, bureau, agency, court, or other similar government instrumentality ("Governmental Authority"), or (iii) the inability of Company to obtain any required raw material,

product, energy source, equipment, labor, or transportation from Company's usual sources of supply, at prices and on terms Company deems economical and commercially reasonable or (iv) any other cause outside Company's reasonable control or causes which make Company's performance commercially unfeasible. Neither party is subject to any liability to the other for failing to perform during the period in which such Force Majeure exists. Without limiting the generality of the foregoing, under no circumstances shall Company be obligated to purchase goods or services from a third party for delivery to Buyer in the event of a Force Majeure. Quantities so affected by Force Majeure may, at the option of either party, be eliminated from the Quote or any accompanying purchase order without liability. A party's obligation to render timely payment shall not be excused by this provision.

14. ACCEPTANCE AND GOVERNING PROVISIONS

This writing constitutes an offer by the Company to sell products and/or services described herein and expires upon written notice or fourteen (30) days from this date, whichever occurs first. This offer is, however, entirely contingent upon acceptance by Company's supplier of a corresponding purchase order from Company. Acceptance of this offer is limited to the terms and conditions hereof, and any such other matter in Buyer's forms or correspondence, including, but not limited to, Buyer's purchase orders, shall not become part hereof, are expressly rejected by Company, and same shall not be binding upon Company. When accepted by Buyer, this writing shall constitute the entire agreement between Company and Buyer on the subject hereof, except as amended by a writing signed by Company. This offer and any agreement arising out of it shall be governed by and construed in accordance with the internal laws of the State of Tennessee and the venue for any disputes shall be the federal or state courts in Nashville, TN.