



MANHATTAN

STEEL DOOR & WINDOW CO.

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Manhattan Steel Door Co. Terms and Conditions and Warranty Information

Thank you for selecting a product from Manhattan Steel Door Co a division of ID LLC, an Arkansas limited liability company. Manhattan Steel Door Co. follows a unique made-to-order manufacturing philosophy. The product you have purchased is built according to your specifications, with careful artisanship and attention to detail. Manhattan Steel Door Co. is committed to making quality products at the best value. Manhattan Steel Door Co. is also committed to standing behind its products, with responsive service and a detailed warranty. The Terms and Conditions of Purchase Agreement along with Manhattan Steel Door Co.'s warranty is set forth below.

1. Due dates for payments are stated in the order form filled out at time of consultation. Manhattan Steel Door Co may hold shipments on any customer account that has failed to pay their amount due. If a customer defaults on monetary responsibility Manhattan Steel Door Co reserves the right to halt production, shipments, or delivery of goods without liability until the customer has re-established satisfied financial responsibilities.
2. Manhattan Steel Door Co and the customer will agree on a reasonable delivery date at the time of final drawing approvals. Excluding any unforeseen supply or production issues if for any reason the customer or install site is not prepared to take delivery of the goods Manhattan Steel Door Co may charge for any additional storage or delivery charges that may be incurred from said delay.
3. The customer will be solely responsible for all taxes including sales and uses taxes and shall hold Manhattan Steel Door Co harmless from them.
4. Manhattan Steel Door Co reserves the right to adjust pricing at any time due to volatility of material, labor, shipping, or delivery. Manhattan Steel Door Co will inform the customer of any pricing increases 30 days prior to accepting an order in writing. If a price increase occurs within 90 days of a submitted but not approved order the order will be amended to reflect the increase.
5. Manhattan Steel Door Co reserves the right to select the method of shipment and carrier of the goods unless expressly written and agreed upon by both parties.

6. Delivery lead times are subject to material and production labor time at final drawing approval. Manhattan Steel Door Co will not begin fabrication of any goods until the following criteria have been met
a) All submitted drawings have the final approval by all authorities necessary to complete production, delivery, and installation. b) Manhattan Steel Door Co has received all necessary information for manufacturing including answers to all unresolved design issues, finish color selection, hardware selection and verified final install dimension requirements as needed. c) all required deposits have been received as set forth by these terms and conditions.
7. The customer accepts title to goods and risk of loss upon acceptance of goods from the carrier.
8. Inspection of all goods must be performed by the customer upon receipt and shall immediately notify Manhattan Steel Door Co of any damages or issues and a written notification within 5 days of receipt. Manhattan Steel Door Co will then, at its discretion, decide to replace, repair, or provide credit for issues the manufacturer deems itself responsible for. Failure to provide notice of any such issues by the customer in the set times by this agreement may result in any claims as such being declined by Manhattan Steel Door Co.
9. If the customer requests or accepts installation, Manhattan Steel Door Co shall not be held responsible for any additional costs including construction, finishing, adjustments, opening modifications or return visits.
10. Manhattan Steel Door Co warranty will be set forth later in this order. The customer acknowledges that neither Manhattan Steel Door Co nor anyone speaking on Manhattan Steel Door Co's behalf promises or guarantees anything other than what is specified in this agreement.
11. Neither the customer nor Manhattan Steel Door Co nor their representatives be liable for damages either punitive or enhanced, loss of revenue or profits, loss of value, incidental or indirect consequences relating to a breach of this agreement. Neither party's liability shall exceed the total of the amounts paid pursuant to this order whether arising out of tort or breach of contract including negligence.
12. Manhattan Steel Door Co shall not be held responsible for or be deemed to have defaulted under or breached this order for delays in manufacturing or delivery from acts beyond Manhattan Steel Door Co control including but not limited to a) acts of nature b) fire, flood, earthquake or explosion c) war, invasion, hostilities not declared as war, terroristic threats or acts, riots, civil unrest d) requirements of law e) embargos or blockades in effect on or after the date of this agreement f) any action by government authority g) emergency situations in the country or region h) labor strikes or stoppages i) material delays or shortages j) inadequate transportation and delivery options beyond Manhattan Steel Door Co's control.
13. The exclusive venue for the litigation of all disputes against Manhattan Iron Door Co. arising from or related in any way to this warranty or the products supplied by Manhattan Iron Door Co. shall be the Circuit Court of Washington County, Arkansas. The prevailing party in any litigation filed under this limited warranty is entitled to reasonable attorney's fees, expert's fees, and costs. MIDCO is entitled to attorney's fees, expert fees, and testing fees regarding any dispute over the installation of its product.
14. Each party irrevocably waives their rights to a trial by jury in all legal proceedings arising out of or relating to this agreement or the transaction it relates to.
15. Manhattan Steel Door Co will provide drawings that must be approved by the involved party's whose approval is required (architect, contractor, other involved required party). Final approved drawings will be considered the correct interpretation of the goods to be manufactured. If a portion of the final drawings are approved Manhattan Steel Door may at its discretion proceed with beginning manufacturing of those goods while waiting for approval on the rest of the drawings.

16. All drafting or drawing revisions will result in the reset of production lead times.
17. Manhattan Steel Door Co will provide all hardware, anchors, clips, screws, nuts, and bolts that may be required for attachment to the windows unless specified in the drawings. Any fasteners, screws, shield, fascia or plugs to be attached to the building or structure are not included.
18. Manhattan Steel Door Co will provide installation instructions that contain essential information to install goods safely and professionally. Failure to follow these instructions will result in Manhattan Steel Door Co being liable for any damage to goods or injury to persons relating to goods.
19. The customer will maintain an insurance policy with a minimum of \$1,000,000 per occurrence and no less than \$2,000,000 aggregate.
20. Manhattan Steel Door Co maintains sole intellectual property rights relating to its products
21. This agreement along with any additional documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the order and supersedes all prior written or verbal agreements or understandings.
22. Should any changes or modifications to the final approved drawings, or should the customer request any changes to the work must be in writing and signed by the customer and Manhattan Steel Door Co. Changes may result in additional charges depending on their scope.
23. All orders require a minimum of a 10% deposit for design and drawings that are non-refundable. Once drawings are approved by all parties an additional 40% deposit is required to begin manufacturing. Once manufacturing has begun all deposits are non-refundable. Final payment of the remaining 50% must be made before shipping or delivery is made unless Manhattan Steel Door Co is performing installation in which case 40% must be paid before installation with the final 10% after installation.
24. All information shared between Manhattan Steel Door Co and the customer including the terms of this agreement and any personal information shall remain the sole property of the disclosing party.
25. This order is considered binding on inures to the benefit of the parties and their respective permitted successors and assigns.

Manhattan Steel Door Co Limited 5 Year Warranty

Manhattan Steel Door Co products are warrantied against manufacturing defects for 5 years, effective upon delivery.

Manhattan Steel Door Co warranties our painted products for 5 years. Weathering and fading are common so to honor the warranty the customer must follow Manhattan Steel Door Co's recommended maintenance and refinish guidelines.

Manhattan Steel Door Co's glass is warrantied for 5 years after delivery. Failure within 1 year from delivery will qualify for replacement at no expense to the customer. After 1 year Manhattan Steel Door Co will replace the glass only. Any labor or transportation costs will be the responsibility of the customer. This warranty applies to glass orders of 60 sq ft or less.

Door and Window hardware warrantied for 5 years. After 2 years from delivery the customer will be responsible for installation. This warranty excludes weathering of finish.

All claims under this warranty must be made in writing within the warranty period and prior to any repair work being performed by Manhattan Steel Door Cop.

Manhattan Steel Door Co reserves the right to have the subject of any warranty claim inspected by a Manhattan Steel Door Co representative and must be given at least 60 days from the written notice to do so.

Warranty exclusions:

1. Goods installed within 2 miles of the coast or similar conditions
2. Goods installed or maintained improperly
3. Damage caused construction due to improper covering and protection
4. Damage caused by circumstances beyond our control which include but are not limited to misuse, abuse, accident, mishandling, acts of nature, attempts to repair improperly
5. Damage caused by modification
6. Weather stripping wear and tear
7. Corrosion related to improper maintenance or refinish
8. Not having an overhang of 36" or more
9. Necessary routine maintenance
10. Lock mechanism maintenance
11. All normal wear and tear
12. Door and window screens
13. Aftermarket modifications such as tint or films
14. Corrosive elements like acid rain
15. Glass over 60 square feet
16. Laminated glass is not covered for delamination or visual issues at the edge of the glass
17. Failure by customer to perform maintenance and refinish

