



Terms & Conditions

Metal Window Corporation (MWC), limits quotations and acceptance of orders to the Customer / Consumer's acceptance of the terms as listed below:

1. The Quotation or Sales Confirmation, including these Terms & Conditions, other notes and any noted attachments hereto, contains the complete and final agreement between Metal Window Corporation and the Customer/Consumer. Reference to the Customer's quotation request/Purchase Order, if noted, shall not affect terms and conditions and will not be binding upon MWC unless signed by a MWC employee.
2. MWC makes no claims to meeting any job specifications other than those specifically addressed in the Quotation or Sales Order Confirmation and related Shop Drawings, regardless of MWC's knowledge and/or verbal acknowledgment of the requirement of these specifications.
3. MWC makes no claims to any product performance other than that shown. The product performance as previously tested is to be assumed. At the discretion of MWC, test reports may be provided to substantiate performance claims. If such data is inadequate, it is the responsibility of the Customer to secure "adequate" data prior to MWC's acceptance of the order. Failure to do so absolves MWC of the burden of performance proof. Any subsequent testing required, will be paid for, in total, by the Buyer. It is the responsibility of the Customer to request confirmation of product performances. Such requests are to be made in writing.
4. The arrangement arising pursuant to the Quotation or Order shall be governed by the laws of the State of California. No rights, remedies, and warranties available to MWC under this agreement or by operation of law are waived or modified by MWC in writing.
5. All monetary values shown on the Quotation or Sales Confirmation indicate U.S. funds.
6. Unless otherwise noted, or amended in writing, the materials quoted or sold are F.O.B. Metal Window Corp., 501 S. Isis Avenue, Inglewood, CA. Freight Collect. Customs and brokerage fees are specifically excluded from overseas shipments.
7. All orders are subject to review and final acceptance by MWC Credit Department.
8. Standard Credit Terms, for established Dealers/Customers with active open accounts, are Net-10th day of the month following shipment. All other customers will be sold on a C.O.D. (Cash On Delivery) basis as indicated on the Sales Confirmation. Requirements for deposits, will be determined by the Credit Dept.
9. All prices are F.O.B. Inglewood, dealer delivery via our truck in most of the Southern California region is available at an extra charge. Job-Site deliveries are available. It is the dealers/customer's responsibility that job addresses are accurate. It is the dealers/customer's responsibility to provide help on all deliveries and to check merchandise carefully. All shortages and damaged materials should be noted at the time of delivery. All shipping documents must be signed. Under no circumstances will any shipment be left at a jobsite without a signature. If a scheduled delivery is not accepted an additional charge of \$100.00 will be added to the order. Job site delivery is available upon request. Charges determined by the MWC representative. Orders can be placed in cartons for shipment via a common carrier. An added cost for cartons will be quoted and shipments will be sent Freight Collect.



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10. Appropriate State of California taxes will be assessed and collected on orders received from California Dealers/Customers unless a Resale Card is on file.
11. All quotes are protected for thirty (30) calendar days from the quotation date. Thereafter are subject to change.
12. Quotations and/or Orders do not include provision for shop/fabrication drawings, loading or unloading, storage (factory, job-site, or other) cranes, installation, field supervision, site work of any description nor any other special services not specifically noted within the extended Quotation or Sales Confirmation, or as a written amendment to the Quotation or Sales Confirmation.
13. MWC furnishes a LIMITED FIVE (5) Year Material and Workmanship Warranty for all Windows and Doors. This warranty is VOID if Windows and/or Door Styles/Sizes requested by customer are beyond MWC's normal manufacturing limits. All MWC products are intended to be installed by a C-17 glazing contractor. Warranty is void if installed by anyone other than a C-17 glazing contractor. All products must be installed in accordance with the supplied installation instructions. Failure to comply in all respects with these instructions will void the warranty. Any changes to the standard warranty are to be negotiated prior to, and made part of, the written Sales Confirmation. Pursuant to the stipulations of MWC Warranty and the Terms and Conditions that are made part hereof, damaged or defective materials returned to the factory freight pre-paid, within the warranty period, will be repaired or replaced at the discretion of MWC, free of charge. The repaired or replacement materials shall be returned to the claimant F.O.B. Inglewood, California, Freight Collect. Reimbursement for labor and/or other costs involved with the removal of the damaged or defective materials and the installations of the replacement materials is specifically excluded from the MWC warranty. Under no circumstances will any on-site repairs or replacements be made by MWC. MWC passes along the manufacturer's five (5) year warranty on dual units of glass. This warranty covers replacement of the defective units only, installation labor cost to change the glass is not covered.
14. Any lead times quoted prior to receipt of an order, are for information ONLY and may NOT be deemed binding. The estimated ship date for an order is indicated on the Sales Confirmation.
15. MWC does not accept responsibility for any breakage, shortage or damage of the Customer's glass furnished by the Customer for factory glazing. All glass supplied by a Customer for factory installation must be shipped to MWC in wood crates, freight prepaid. All crates are to be marked with the Customer's name, purchase order number, job name, crate contents, along with a copy of the purchase order to the supplier of the glass. Loose glass will be refused. Delivery schedule for glass must be coordinated with MWC prior to arrival.
16. MWC will not accept, in any event, liability for direct, indirect, special or consequential charges, liquidated damages or back charges of any description, without written notice of acceptance by MWC. MWC reserves the right to deny or accept such charges.
17. The Dealer/Customer must obtain written authorization for any corrective actions, for field problems, prior to such corrective actions being undertaken. MWC reserves the right to approach corrective measures in any way it deems appropriate and reasonable. Any corrective action taken without written authorization is the sole financial responsibility of the Customer. Project time restraints and subsequent penalties are not acceptable reasons for unauthorized corrective action and subsequent back charges. All such charges will be denied.



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18. MWC refuses all field testing requirements. If successful passage of a field test is an order contingency, MWC respectfully refuses to accept all orders including such a condition. Any field testing done to MWC products is done so against our wishes, and any failure and consequent ramifications are the sole responsibility of the Customer. See Item 3
19. MWC reserves the right to ship the materials ordered in the most expeditious arrangement for freight handling. MWC will not accept nor assume responsibility for additional labor or labor charges related to these material arrangements, unless written approval is given prior to shipment.
20. Claims for defective material, shortages, or error will not be considered unless reported within three (3) days after receipt of shipment. Under no circumstances will we be liable for claims in excess of the value of the merchandise.
21. There will be a \$25.00 service charge applied to all Customer/Consumer returned checks.
22. MWC will not name any individual or company as "Also Insured." MWC will not indemnify or hold harmless from any suits, claims, injuries, losses, damages cost or expenses of whatever nature (including attorney's fees and any other costs of defense claims) arising directly or indirectly for any products obtained through MWC. If these factors are contingent upon receipt of an order, MWC respectfully declines the order.

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We, the undersigned, have received a copy of the MWC Limited Warranty.
We, the undersigned, have read and agree to all twenty-two items noted on the Terms & Conditions.

Date: _____

Customer Name: _____

Authorized Agent: _____

Signature: _____

This agreement covers this order and all future orders placed by the above named customer.