



TERMS AND CONDITIONS

December 2022

The Terms and Conditions of Sale as listed below are exclusive and in lieu of all other terms and conditions appearing on Customer's purchase order or elsewhere and apply to all quotations made and orders accepted by D&M Industries, Inc. (hereinafter referred to as "D&M") unless specifically stated to the contrary on the face of this quotation. D&M is not responsible for typographical or clerical errors made in any quotations, orders, or publications. All such errors are subject to correction.

1. **Plans and Specifications.** D&M shall not be liable for damages of any kind resulting from errors, omissions, or inconsistencies in the Customer's drawings, plans, or specification, nor shall D&M have any responsibility to ascertain whether such drawings, plans, or specifications meet job requirements and are in accordance with applicable laws, statutes, ordinances, and rules and regulations. It is the customer's responsibility to review the product specifications in the bid/submittals/provided spec sheets to confirm compatibility. Site verification by D&M personnel if applicable does not excuse customer's obligation for verifying specifications.
2. **Price Terms.** Due to current market volatility, D&M reserves the right to reprice quotations after 30 calendar days from the time of submittal. In the event the Customer requested a change to the order, the Customer shall pay all charges for loss of time, material, transportation, and delivery, including all applicable taxes. Quotations include cost of material to be provided at vendor/manufacturers standard lead times. The request to expedite material may be available upon request. Any fees or addition costs incurred from the expediting process can and will be passed along to the Customer. If the Customer does not agree to the additional costs and terms of the expedite process. The order(s) will proceed with the vendor/manufacturers standard lead times. **This quotation is for the furnishing of materials only and is not subject to retainage.**
3. **Cancellation.** Cancellation of orders by Customer can only be made with D&M's written consent and on terms and conditions then to be agreed upon which shall include, among other things, protection of D&M against all loss, and shall include payment of D&M's cancellation charges, which Customer hereby agrees to pay as follows:

a. Order acceptance but before special order material is procured:	3% of order price
b. Order acceptance and special-order material is procured:	All Cost of Goods +10% of order price
c. Subsequent to 100% completion:	100% of order price
4. **Returns.** Material shall not be returned to D&M without D&M's prior written permission. D&M may charge up to a 20% restocking fee of the "net selling price" for any returned material considered by D&M as non-defective, stock item. Special order materials are non-returnable unless previously agreed upon in writing by a D&M representative.
5. **Taxes.** Taxes Required by Federal, State or Local Authorities are NOT included in this quotation, unless specifically estimated as a line-item. **Any subsequent changes or corrections to the tax rate are the responsibility of the customer.**
6. **Credit/Payment.** Net 30 days after the date of invoice. Accounts not fully paid within 30 days after due date will be considered delinquent and interest shall be charged on the unpaid balance at a rate of 1 ½% per month. Any and all legal fees incurred in the collection process of the past due accounts will be the responsibility of the customer.
7. **Legal.** No claims for back charges will be allowed unless prior approval is obtained from D&M in writing. No verbal commitments to alter or change the foregoing terms and conditions will be binding unless such changes are confirmed in writing and signed by authorized personnel of D&M Industries, Inc.
Note on legal venue: Any legal claims or proceedings shall be in the state of Minnesota, including the Minnesota provisions of the Uniform Commercial Code.
8. **Delivery.** All shipping or delivery dates are approximate **ONLY** and may be changed by D&M at its sole option. All shipping or delivery dates are subject to receipt at D&M's main office of all details and materials pertaining to the order essential to its proper execution. Under no circumstances shall D&M have any liability whatsoever for loss of use or for any direct or consequential damages resulting from delay regardless of the reason(s). All claims for damages against third party carriers must be made by customer.
9. **Title of Goods; Risk of Loss.** It is understood and agreed that all good included in the order or contract are to remain the personal property of D&M, and security title and right of possession thereto shall remain with D&M until fully paid by Customer. Customer shall, on demand of D&M, execute and deliver to D&M such instruments as D&M may deem necessary to protect its interest in such title in accordance with the laws of the state in which such goods may be shipped or at any time located. Risk of loss in all goods sold hereunder shall pass to Customer upon D&M delivery to carrier at the shipping point.
10. **Force Majeure.** D&M shall not be liable for any damages suffered by the Customer resulting from delay in the performance of orders or contracts or in the delivery or shipment of goods, if such delay is directly or indirectly caused by (a) the act or neglect of the Customer or its employees, agents, or independent contractors, (b) changes ordered in the work to be performed by D&M for the Customer, or (c) labor disputes, fire, casualty, unusual delays in deliveries, civil unrest, acts of God, governmental interference or embargoes, shortage of labor, fuel, power, material, or supplies, or any other causes beyond D&M's control. In the event of any such delay, D&M shall not be deemed to be in default in its obligations to the Customer and the time performance by D&M shall be reasonably extended.
11. **Warranty.** D&M is a material supplier only, and supplies specified door, window, hardware, millwork, or other construction products manufactured by others. Manufacturer's warranty applies only to all product supplied by D&M, and warranty terms, timing, and requirements vary by manufacturer. Assembly or prefinishing services provided by D&M, if any, are subject to D&M's standard warranty policy. Please refer to our website for full details - weselldoors.com/warranty. No warranty coverage applies for any improper storage, maintenance, or installation outside of manufacturer's instructions or industry standard.
12. **Delays and Storage.** D&M Reserves the right to request material draws and/or charge storage costs for material procured but delivery postponed excessively by customer or material shipments rejected due to site readiness. Freight layover fees, detention charges, or extra-stop charges incurred for unloading delays will be charged to customer. D&M will communicate with customer prior to material entering production, and customer-approved shipments may not be moved or cancelled after production begins.