

Chadsworth's 1.800.COLUMNS®

Terms and Conditions

PLEASE READ THIS DOCUMENT CAREFULLY. THIS DOCUMENT CONTAINS A SPECIFIC DISPUTE RESOLUTION AGREEMENT.

Prior to placing your order, we will provide you with a formal quotation, usually via email. The quotation serves as an opportunity for you to make any changes to the order prior to processing. Make sure you verify all information on the quotation, including all of the product details and shipping address. Once you sign and return the quotation, it will serve as your work order and changes may not be made without additional charges.

The quotation/confirmation should be signed and returned to us with payment. If you prefer, we can mail you two copies of the quotation: a copy for your records and a copy for you to sign and return with payment. We have not accepted your order until we receive your signature on our quotation with any required payment, and we reserve the right to hold production until we receive the signed quotation and full payment. We do not accept any terms or conditions on quotations or orders other than our quotation form.

Your order is subject to the following terms and conditions as well as the additional terms on the quotation. If you do not accept these terms and conditions, do not sign the quotation/confirmation and advise us immediately that you are withdrawing the order. If you submit a signed quotation or otherwise confirm your order to us, or if you allow us to proceed with production, you are deemed to accept these terms and conditions. In these terms and conditions, "we" or "us" refers to Chadsworth, Incorporated, and "you" refers to the purchaser of the column(s) or other product(s) from us.

Payment Terms

We bill product costs prior to shipment. Any balance due on orders not prepaid in full will be collected at the time of delivery. Shipping charges are also to be paid upon delivery unless billed to a major credit card or prepaid to Chadsworth Incorporated. On orders less than \$5,000, we require full payment in good funds at the time of the order unless we have agreed otherwise in writing. Orders paid by credit card must be paid in full to begin production. On all other orders, we require at least 50% payment at the time of order and the remainder prior to shipment. Any remaining balance is due no later than the time of delivery. In the event we extend credit to you in any form, we reserve the right to withdraw credit in good faith, and you agree that we may make appropriate credit checks. On quotations or orders not paid when due, you agree to pay a late payment charge of 1.5% per month or the maximum amount permitted by law (whichever is less). You are responsible for paying all sales and use taxes relating to your purchase.

Credit Card Payments

If you desire to pay by credit card, we may require you to sign a credit card authorization form at the time of order. On credit card orders, you authorize us to charge your credit card at the time of order, although we may delay the charge at our discretion. The name on the credit card must be the same as the name on the quotation or we must have a written release from the cardholder.

C.O.D.

We reserve the right to ship your order C.O.D. or similar method if we have not received full payment within a reasonable time after our notification that your order is ready to ship. You lose any freight discounts if your order is sent C.O.D. We require a certified check at the time of delivery for the entire balance due. The freight line will charge an additional fee on C.O.D. shipments, and you agree to pay this fee directly to the freight line.

Shipping Charges

Shipping and delivery charges must be paid at the time of delivery if not prepaid or charged to a valid credit card. Shipping charges paid at the time of delivery must be paid with a certified check.

Returned Checks and Chargebacks

In accordance with Article 9 of the Uniform Commercial Code, in the event your check or credit card charge is returned to us unpaid, you agree to pay us a \$25 service fee (but no greater than the maximum fee allowed by law) plus our related bank fees and costs of collection (including, but not limited to, our reasonable attorneys' fees), in addition to late payment fees until the amount is paid in full in good funds. We may stop production until we receive certified funds, but you will remain responsible for the full amount of the order. After you return a signed quotation, you remain responsible for full payment of (and agree to pay) the amount stated in the quotation, in good funds, until we agree (or the law determines) otherwise. In the event you receive goods before you have made full payment or while you are insolvent, we retain a purchase money security interest in the goods, and your quotation serves as our demand for reclamation of the goods, until we receive full payment in good, final, and irrevocable funds.

Cancellations/Changes to Your Order

You must make any changes to your order prior to returning the initial quotation. Please inspect the quotation carefully for details about your order. After you return the quotation, orders cannot be changed or canceled without a charge. Once we have started production or ordered materials for your order, the cancellation charge may vary, and in some cases, we may not be able to cancel the order without full payment. Orders cannot be canceled or changed after shipment.

If for some reason we must cancel or change your order, we will notify you; we do not charge you a fee if we initiate the cancellation of your order. We reserve the right to cancel orders at any time without liability to you other than refund of prepaid amounts.

Returns

Please check the product thoroughly at the time of delivery. Once you sign for the shipment, the rules of the freight line apply. If the product is damaged, sign it as "Damaged, Return to Sender" and contact us immediately. You must notify us of any defects or problems in writing within 24 hours of delivery. For latent defects, you must report these to us in writing within 48 hours of discovery. Failure to notify us within the above time periods operates as a waiver of the defect, problem, or error and all related claims. Do not return the product unless we pre-approve the return, unless you are refusing a damaged shipment. We charge a return fee and a 25% restocking fee on the return of stock columns for any reason other than for damage or defects. Products must be returned in the original packaging and in good condition. You are responsible for all return freight charges, which you must prepay. **We do not accept returns of custom or altered columns.**

Delivery

Any shipment or delivery times provided by us are estimates only. We do not guarantee shipment or delivery by a certain date. All orders are F.O.B. our production facility. Damage incurred during shipment should be submitted to the freight line, and we are not responsible for damage incurred during shipment or delivery. You are responsible for confirming insurance with the freight line against damage incurred during shipment or delivery. Unless you instruct us to use a specific freight line at the time you place your order, we will utilize a freight line acceptable to us. You may contact us for the name of the freight line that will be utilized to ship your product.

Product Changes

We reserve the right to make changes in our standard products, and in our catalogs and sales materials, from time to time, at our discretion, with or without notice, including (but not limited to) dimensions and prices. Dimensions and prices in our catalogs are estimates only and are not guaranteed or firm. We agree to abide by any firm price or dimension stated in your confirmed quotation.

Limited Warranty

What the Limited Warranty Covers and the Period of Coverage

We warrant that our products, as listed below, will be free from manufacturing defects in materials and workmanship, for the period listed below, when they are properly stored, installed, and finished. The warranty extends only to the original installation and terminates upon the first sale or exchange of the property after the original installation.

Fiberglass Columns:	Life of the original installation
PolyStone® Columns:	Life of the original installation
PVC Columns:	Twenty-Five (25) years from the date of the original installation
ClassicStone Columns:	Five (5) years from the date of the original purchase
ClassicStone Balustrades:	Five (5) years from the date of the original purchase
Cedar/Redwood Columns:	Ten (10) years from the date of the original installation
Stock Wood Columns:	One (1) year from the date of the original installation
PolyStone® Baluster/Spindle Systems:	Life of the original installation

Your Responsibility and What is Not Covered

The above warranties are subject to the following conditions:

1. You must keep your bill of sale or provide other proof of purchase.
2. All warranty servicing must be made by servicers that we authorize.
3. This warranty is effective only if the product is purchased and used in the United States.
4. This warranty does not cover the cost of installation, removal, or reinstallation.
5. This warranty does not cover damage, defects, or failure caused by abuse or misuse; impact of foreign objects; improper installation of the product or its supports or surrounding materials; vandalism; improper storage; improper or incorrectly performed maintenance or repair; application of harmful chemicals; Acts of God, fire, water, or erosion; insects; abrasives; negligence; failure to follow manufacturer's instructions; natural expansion due to heat or humidity; or alteration.
6. All wood products used in exterior applications must be thoroughly primed and finished with a high-grade exterior paint and properly ventilated.

What We Will Do

If a product fails under a warranted condition, we will repair or replace the product, at our option, at no cost to you. If we choose to replace the product, we will replace the product with the same product or another compatible product of equal or higher value. We will pay reasonable shipping costs to and from the installation site for warranty repair or replacement. Repaired or replaced products are warranted only for the remainder of the applicable warranty period. **Please see "Limitations on Liability and Warranty Exclusions" and "Disputes," below, for additional important information.**

What You Must Do For Warranty Service

To file a claim, contact us at our address indicated on your quotation. Claims must be filed within the warranty coverage period. Information verifying the date of original installation may be requested. Except for implied warranties arising under state law, or as otherwise limited by law, the time within which an action must be commenced to enforce any of our obligations arising under this warranty or under any statute or law of the United States or any state thereof, is limited to ninety (90) days from the date you discover or should have discovered the defect.

Limitations on Liability and Warranty Exclusions

If a product line is not listed above in the paragraph entitled Limited Warranty, then it is sold "AS IS" with no express warranties, and any implied warranties are limited to the shortest period allowed by state law.

With the exception of any warranties implied by state law as limited in this document, the foregoing warranty is exclusive and in lieu of all other warranties and obligations. We do not warrant any services. We disclaim and shall not be liable for any indirect, consequential, special, or incidental damages, whether in contract, tort, or otherwise, and whether or not we have been advised of the possibility of the same. Except to the extent otherwise required by law, our liability in connection with any order or product shall not exceed the price you paid to us for that product, excluding freight, service fees, and taxes. We are not responsible for any costs or losses you may incur because of a canceled order, failure of delivery, late delivery or errors in delivery, mistakes on a quotation accepted by you, any inaccurate information or outdated information on our website, or an order based on an outdated catalog. The sole remedy provided by the warranty is the repair or replacement of defective products. Any refunds are in our complete discretion and do not obligate us to make any future refunds.

Commercial Customers: ALL WARRANTIES IMPLIED BY STATE LAW, INCLUDING (BUT NOT LIMITED TO) IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.

Consumer Customers Only: ALL WARRANTIES IMPLIED BY STATE LAW, INCLUDING (BUT NOT LIMITED TO) IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY LIMITED TO THE DURATION OF THE EXPRESS LIMITED WARRANTIES SET FORTH ABOVE. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Disputes

These terms and conditions and any claims, disputes, or controversies arising under or relating to these terms or conditions or your order are governed by the laws of the State of North Carolina, without regard to principles of conflicts of laws, and applicable United States federal law. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. Except to the extent otherwise required by law, you agree to initiate any action against us only in the State of North Carolina, USA, and by placing your order with us, you agree to the personal jurisdiction and venue of the courts located in the State of North Carolina. Any notation on or accompanying your payment, such as "payment in full," "in full satisfaction," or the like, are deemed ineffective to extinguish any disputed claim, even if we accept the payment.

YOU AGREE TO SUBMIT ANY CLAIM, DISPUTE, OR CONTROVERSY (REGARDLESS OF THE FORM OR TYPE OF ACTION) AGAINST US TO ARBITRATION ADMINISTERED BY THE NATIONAL ARBITRATION FORUM UNDER ITS CODE OF

PROCEDURE THEN IN EFFECT (available at <http://www.arb-forum.com> or via telephone at 1-800-474-2371). Except to the extent otherwise required by law, you agree that the arbitration proceedings will take place exclusively in Wilmington, North Carolina, USA. With the exception of arbitration regarding consumer warranty disputes, the above procedure shall be exclusive, and the award of the arbitrator(s) shall be final and binding and may be entered as a judgment in any court of competent jurisdiction. With respect to consumer warranty disputes, you may be entitled to file suit under state laws without submitting your claim to arbitration first. Information on arbitration may be obtained from, and a claim may be filed with, the National Arbitration Forum at P.O. Box 50191, Minneapolis, MN 55405-0191 USA.

Resale and Use

You agree that you are not buying the products for resale outside the United States and you agree not to use the products as molds for reproduction. You agree to hold us harmless against how you use the products (including but not limited to installation or application), and you agree to comply with all laws and regulations, including (but not limited to) building codes.

Miscellaneous Terms

A waiver of strict compliance with any term herein shall not be deemed a continuing waiver or waive any other terms or conditions. Any modification or amendment to these terms must be in writing and signed by our President in order to be effective against us. Only a signature of a current officer of Chadsworth, Incorporated shall be binding on Chadsworth, Incorporated for any purpose. Our salespeople are not authorized to add to or vary any of these terms and conditions. If any term herein is illegal, invalid, or unenforceable, then such term shall be ignored, but the remaining terms and conditions shall remain in effect. The official language of these terms and conditions is English. All amounts stated on a quotation are U.S. Dollars unless specified otherwise. All payments must be made in U.S. Dollars unless we agree otherwise in writing. We are excused from performance to the extent of any delay or inability to perform arising due to weather events, disasters, acts of terror, governmental action or regulation, labor or materials shortages or disputes, or other circumstances not under our control. We do not consider the terms of an order or quotation to be confidential unless we agree to confidentiality on the quotation, in which case we and you agree to maintain the marked terms as confidential.

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