

# CONDITIONS OF SALE

**TERMS:** 2%/10 Days, Net/30

**SHIPMENTS:** U.S. customers - F.O.B. Charlotte, NC or Reading, Pa. Full freight allowed on purchase orders of \$1,000 net invoice value, sent through routing of our selection. Delivery is made to curb or dock side only. Freight allowed shipments to Alaska will be prepaid to Seattle, to Hawaii will be prepaid to San Francisco, and to Puerto Rico will be prepaid to Miami. Upon delivery to the transportation company, shipments become the property of the purchasers, who assume full risk for loss or damage in transit.

**International Customers -** Orders of \$1,000 net invoice value will ship FCA to city specified on the commercial invoice. Orders of less than \$1,000 net value will ship EXW. Exceptions will be subject to the INCO terms stated on the commercial invoice. Canadian customers should contact their sales reps for variations to these terms.

**CLAIMS:** All claims, whether referring to errors in prices, or in filling orders or for defective goods, must be submitted **IN WRITING** within 30 days after receipt of shipment. Tracing of all lost shipments must be submitted **IN WRITING** within 30 days or the liability and risk is placed on the purchasers. All issued documents by a carrier confirming receipt of a shipment must be honored by the purchasers.

**RETURNED GOODS:** Returned goods will not be accepted unless authorized in writing by Baldwin within 120 days of invoice date. A minimum 25% handling charge and freight will be charged on all stock items returned in original condition. Special and custom products are not returnable for credit. An 80% handling charge will be imposed on products damaged. No credit will be given for items returned without written authorization, nor will the items be returned to the customer. Authorized returns become void after a period of 30 days from issue date of the Returned Goods Authorization. All credit returns must be shipped to us, **FREIGHT PREPAID**.

**ORDERS:** Most orders for stock items will be shipped within four (4) weeks from receipt of order. To expedite customer orders, items unavailable from stock at time of shipment will be back-ordered unless otherwise noted by customer. Quantities of a particular item will be rounded to the next full box quantity without incurring any obligations for credit. We reserve the right to decline the whole or part of orders in which the price, finishes or quantity of goods is not satisfactory to us. We reserve the right to discontinue items or change specifications at any time without notice and without incurring any obligations. The corporation cannot be liable for extended delivery dates which may result in the cancellation of an order.

**CANCELLATIONS:** While Baldwin will attempt to comply with customer's telephone or written change orders and/or cancellations, we cannot guarantee that they can be accomplished before shipment. Appropriate handling charges on returns will be exercised if the order has been shipped before processing a change order request.

**PRICES:** The price list in effect on the date customer order is received will determine billing price. Orders requiring price protection must be clearly indicated and received prior to the effective date of price list change. Delivery of price protected orders will only be honored for immediate shipment. Price protection to outstanding contracts will be granted in accordance with the terms stated within the covering letter of this price list. Orders requiring delivery in excess of three (3) months will be billed at prices in effect at time of shipment, unless quoted to the contrary in writing by our company.

Orders being held by Baldwin because of account credit status may be repriced to the price in effect the day the order is released by the Baldwin Credit Department.

**TEMPLATES:** Kick Plates and custom formed Push and Pull Bars are not made to template. If required, the actual products will be forwarded to the door manufacturer. Templates of catalog products are available upon request.

**SPECIFICATIONS:** Packing, weights, measurements, and design are subject to change without notice.

**SPECIAL FINISHES:** For availability and pricing of finishes other than those listed, consult the Hardware Technical Services Department.

**SPECIAL FABRICATION:** Items of Special Manufacture are not cancelable after a period of 72 hours from receipt of an order. A cancellation of this nature will result in a penalty charge equal to the total expenses incurred on the product. Delivery on orders of special fabrication cannot be guaranteed due to variables beyond our control. The corporation cannot be liable for extended deliveries on special orders and consequently, are not cancelable.

**Lifetime LIMITED WARRANTY:** Each Baldwin product has been thoroughly inspected to determine that it is in accordance with Baldwin's high quality standards. Baldwin warrants to each of its applicable direct customers that subject to the contents of the headings of these Conditions of Sale, **RETURNED GOODS** and **STANDARDS OF EXCELLENCE**, each Baldwin product shall be free from mechanical defects (and each product with The Lifetime™ Finish from Baldwin® shall be free from tarnishing, flaking, pitting, and discoloration) at time of delivery to the applicable direct customer and for the lifetime of the applicable product or for as long as the direct customer owns the product. As Baldwin's direct customer's exclusive remedy, Baldwin will, at its option, repair or replace any Baldwin product which is mechanically defective.

If a Baldwin product which is the same as the Baldwin product covered by this warranty has been discontinued at the time of repair or replacement or if Baldwin determines, in its sole discretion, that such repair or replacement is inappropriate, Baldwin reserves the right to refund the original purchase price of the defective Baldwin product. This warranty is not intended to be a consumer warranty, is exclusively for the benefit of Baldwin's applicable direct customer and shall not be transferable.

Except as expressly provided in this warranty to the contrary, (a) **BALDWIN MAKES NO, AND DISCLAIMS ALL, WARRANTIES, REPRESENTATIONS AND GUARANTEES (WHETHER EXPRESS, IMPLIED OR STATUTORY), INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND (b) BALDWIN SHALL NOT BE OBLIGATED OR LIABLE FOR LABOR OR OTHER COSTS RELATED TO INSTALLATION, REPAIR OR REPLACEMENT OR FOR LOSS OF, OR DAMAGE TO, ANY MATERIAL WHICH IS NOT SOLD BY BALDWIN. IN NO EVENT SHALL THE DURATION OF ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE BE LONGER THAN the lifetime of the applicable product or for as long as the original purchaser owns the product. This warranty is the only express warranty provided by Baldwin. No employee, representative or agent nor any other person has authority to assume or incur on behalf of Baldwin any obligation or liability in place of or in addition to this warranty.**

Each of Baldwin's direct customers shall receive any claims and take delivery of any allegedly defective Baldwin products from the consumers and shall communicate and otherwise cooperate in a reasonable manner with Baldwin concerning the administration, processing and remedying of such claims, including, but not limited to, delivering repaired or replacement Baldwin products or, in the appropriate case, purchase price refunds to consumers. Please Note: The limited warranty on all locks or latches is void if used in combination with knobs, levers or trim of other than those manufactured by Baldwin and designated for use with the applicable locks or latches.

**STANDARDS OF EXCELLENCE:** Baldwin Hardware Corporation has produced a range of products in accordance to the **HIGHEST AMERICAN STANDARDS OF QUALITY AND EXCELLENCE**. All brass products are manufactured from the finest quality brass obtainable; however, these products are susceptible to indentation and imperfections due to the malleability of the material and the elements of human intervention when crafting the product. Although our internal safeguards protect us against shipping products of unacceptable quality, an imperfection or surface blemish may be considered the highest Quality Standard obtainable on a particular product. Baldwin is committed to producing each item to the most stringent guidelines and quality of human ability and excellence; however, all final decisions of Quality remain exclusively in the authorization of the Corporation. While Baldwin makes every effort to provide an accurate price list, we are not responsible for errors and/or omissions which may appear. Customers will be invoiced the actual price on all orders.