

## Terms of Sale

The terms and conditions stated herein are subject to change without notice.

### Standard Terms and Conditions of Sale

No terms and conditions other than the terms and conditions contained herein shall be binding upon Ventana USA unless accepted by it in writing signed by an authorized employee. All terms and conditions contained in any prior oral or written communication, including, without limitation, Buyer's purchase order, which are different from or in addition to the terms and conditions herein are hereby rejected and shall not be binding on Ventana USA, and are hereby objected to. All prior proposals, negotiations and representations, if any, are merged herein. Buyer will be deemed to have assented to all terms and conditions contained herein if any part of the goods and/or services are shipped or an invoice is presented in connection with the said goods and/or services.

### Payment

Buyer agrees to pay for the products according to Ventana USA's payment terms. Overdue accounts will be put on hold until paid in full and all past due amounts are subject to service charges at the rate agreed upon by the parties, otherwise at the maximum contract rate permitted by law. Prepay terms will then be assigned. With approved credit, a credit limit will be established with terms of Net 30 Days. Customers waiting for credit approval or customers with no credit can make payment by VISA credit card or prepay by bank transfer or cashier's check before their order is processed.

### Shipping

Standard orders will ship according to the agreed upon delivery date. Expedited orders will be available at the discretion of Ventana USA, resulting in a surcharge. Large volume orders will be coordinated to accommodate customer needs.

Shipments will be coordinated to obtain the best costs and services for our customers. All orders will be FOB: Export PA 15632.

Scheduled delivery service using Ventana USA trucks is available to our customers within designated areas. There will be a \$50.00 delivery charge for all shipments under \$3,000.00.

Ventana USA assumes no responsibility or liability and will accept no backcharge for loss or damage due to delay or inability to deliver, whether or not such loss or damage was made known to Ventana USA, including, but not limited to, liability for Ventana USA's non-performance caused by acts of God, war, labor difficulties, accidents, inability to obtain materials, delays of carriers, contractors or suppliers or any other causes of any kind whatever beyond the control of Ventana USA.

### Packaging and Packaging Charges

Best Way Shipments: Open frames will be packaged with Styrofoam blocks, reinforced with cardboard and shrink-wrapped.

Glazed units will be packaged in custom cardboard boxes lined with Styrofoam (maximum two units per box). Boxes will require a skid for common carrier shipments.

Oversize units will require wood reinforcement or crating on a wood rack.

### Packaging Charges for Windows

Styrofoam, cardboard, shrink-wrap, and custom box  
 with styrofoam lining ..... \$ 20.00/ea.  
 Skid ..... \$ 25.00/ea.  
 Standard wood rack..... \$ 85.00/ea.  
 Oversize wood rack ..... \$ 95.00/ea.  
 Custom A-Frame rack  
     Small..... \$ 125.00/ea.  
     Large..... \$ 170.00/ea.  
 Gaylord ..... \$ 45.00/ea.

### Packaging Charges for Fence

Package..... \$ 16.00/ea.  
 Box ..... \$ 20.00/ea.  
 Skid ..... \$ 55.00/ea.

**Ventana Delivery (VDL) and Customer Pickup (CPU):** Open frames will be separated with cardboard and banded. Glazed units will not be packaged, unless requested.

Styrofoam blocks and shrink-wrap are available and will be charged according to customer requirements.

### Changes to Open Orders

There will be a 50 percent surcharge for changes made to an order after it has gone into production.

There will be a 100 percent surcharge for changes made to an order after it has been completed.

*(continued)*

### Ventana USA

6001 Enterprise Drive • Export PA 15632-8969  
 Telephone: 724-325-3400 • Fax: 724-327-4540  
 www.Ventana-USA.com  
 eMail: Information@VentanaPa.com

**Return Policy**

All returns must be identified by a return authorization number. This number is to be obtained through our Customer Support Department.

Defective units will be credited upon return and inspection.

Damaged units will be credited when we have received written acknowledgement of damaged delivery from the carrier.

**All packages must be inspected and signed for upon receipt. Damage must be reported immediately to the carrier at time of delivery. Concealed damage must be reported to the carrier within five days of delivery.** *(continued)*

**Warranty**

Ventana USA products are covered by one or more of the following warranties:

*Ventana USA Garden Window Warranty*

*Ventana USA Casement Window Warranty*

*Ventana USA Insulating Glass Warranty*

*Ventana USA Fence and Deck Rail Products Warranty*

Warranties are either included with these terms, set forth in the Ventana USA Product Catalog, on the Ventana USA website at [www.ventana-usa.com](http://www.ventana-usa.com), or available by calling, writing or emailing Ventana USA at

6001 Enterprise Drive  
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Fax: 724-327-4540  
eMail: [Information@VentanaPa.com](mailto:Information@VentanaPa.com)

**Limitation of Liability and Remedies**

The warranty granted by Ventana USA is the Buyer's sole and exclusive remedy for any claims covered by such warranty. Ventana USA shall not be liable in contract, in tort (including negligence or strict liability) or otherwise for damages to persons or property or equipment, loss of profits or revenue, loss of use of equipment, cost of capital, claims of customers of Buyer, or for any special, indirect, incidental or consequential damage whatsoever arising from or relating to the product. In no event shall the total cumulative liability of Ventana USA with respect to this contract, or anything done in connection therewith such as performance or breach thereof, or the manufacture, sale, delivery, resale or use of any product covered by or furnished under the contract, whether in contract, in tort (including negligence or strict liability) or otherwise, exceed the price of the product or part on which such liability is asserted or claimed.

Any advice furnished by Ventana USA with respect to the product is given without charge and without representation as to appropriateness; completeness or suitability of the product for any particular use or application and Ventana USA assumes no obligation or liability for any such advice given, or results obtained. To the extent that buyer has provided Ventana USA with any drawings, designs or specifications then Ventana USA's sole obligation with respect to manufacture of any product is to do so in accordance with and to the specifications provided by Buyer on or with such drawings or designs and that Buyer shall be solely responsible for the suitability of such drawings, designs and specifications and for compliance with any and all applicable building codes and ordinances, and further agrees to indemnify, defend and save Ventana USA harmless from any loss, claim, damage, action or liability relating to or arising from same.

January 2008

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