

KINZE DOORS TERMS AND CONDITIONS

These Terms and Conditions exclusively govern the transaction and shall prevail over any conflicting, inconsistent, or additional terms in any purchase order or other document issued by the Buyer, unless expressly agreed to in a signed writing by the Seller. The Buyer agrees to these Terms and Conditions for any sale or contemplated sale. These Terms and Conditions are the sole and exclusive terms on which the Seller agrees to be bound. Seller hereby objects to any terms, conditions, or other contractual language in any document received from Buyer which are different from, or additional to, these Terms and Conditions.

1. **Acceptance of Terms:** Unless otherwise agreed to in writing and signed by an authorized representative of Kinze Manufacturing, Inc. (the "Seller"), these terms and conditions (the "Agreement") govern all sales of products and services to the Buyer. Any conflicting or additional terms proposed by the Buyer are expressly rejected unless explicitly accepted in writing by the Seller. Buyer's acceptance of the goods constitutes acceptance of this Agreement.
2. **Quotes and Surcharges:** Quoted price is valid provided delivery is taken within 180 days of the quote date and payment of deposit(s) occur prior to production. Prices are subject to change for deliveries made after 180 days of quote date. A steel surcharge may apply to quotes accepted more than 30 days from quote date. A tariff surcharge may apply at any time if a new tariff is instituted, or an existing tariff is changed, affecting the quoted price. To the extent possible, tariffs will be passed through on a separate billing line.
3. **Pricing and Payment:** Quotations: All price quotations are subject to change until formally accepted by both the Buyer and Seller. Prices are FCA (Incoterms 2020) at the Seller's facility unless otherwise specified. Quotes are based on measurements provided by Buyer. **Surcharges:** Prices are subject to any applicable surcharges, including those related to changes in steel prices or tariffs. **Payment Terms:** Unless otherwise agreed, payment terms are net 30 days from the date of invoice. Late payments may accrue interest at 1.5% per month or the highest rate allowed by law. **Deposit** of 50% of the total order value is required before production begins. Seller reserves the right to require full payment in advance. Failure to pay when order is ready may result in cancellation of the order and forfeiture of the downpayment.
4. **Shipping and Delivery:** Delivery Terms: Delivery of the order to the carrier constitutes delivery to the Buyer, at which point risk of loss and title passes to the Buyer. The Seller is not responsible for delays in transit. **Freight Estimates:** Any freight cost estimates provided are for budgeting purposes only and subject to adjustment based on actual conditions at the time of shipment. **Storage Fees:** If, when the order is ready for pick-up at the Seller's facility, the Buyer is not ready to pick up the order, the Seller may store the order for a maximum of five (5) business days at no charge. Beyond this period, the Buyer will be responsible for storage fees and related costs.
5. **Changes, Cancellations, and Modifications:** Buyer-Requested Changes: Any changes to the order must be requested in writing and are subject to the Seller's approval. Changes may result in price adjustments and revised delivery schedules. **Cancellations:** Orders canceled after acceptance shall be subject to a cancellation fee of a minimum of 10% of the total order value, or actual costs incurred by Seller for administrative, engineering, and material costs, whichever is higher.
6. **Inspection and Acceptance:** The Buyer must inspect the goods within ten (10) business days of delivery. Any visible defects or non-conformities must be reported to the Seller in writing within this period, substantiated with reasonable evidence, including photographs or inspection reports if requested by Seller. Failure to provide notice within the inspection period constitutes acceptance of the goods.
7. **Limited Warranty:** Warranty is governed by *Kinze Doors Limited Warranty*.
8. **Limitation of Liability:** The Seller shall not be liable for indirect, incidental, consequential, or punitive damages, including but not limited to loss of profits, arising from or relating to the sale or use of the goods. The Seller's total cumulative liability, whether in contract, tort (including negligence), or otherwise, shall not exceed the purchase price of the specific goods giving rise to the claim. Seller is not responsible for improper measurements from Buyer.
9. **Force Majeure:** The Seller shall not be liable for delays or failure to perform due to causes beyond its reasonable control, including but not limited to natural disasters, strikes, material shortages, or government actions.
10. **Governing Law and Dispute Resolution:** This Agreement shall be governed by the laws of the State of Iowa, excluding its conflicts of law principles. Any disputes arising from this warranty will be resolved exclusively in the courts located in Iowa County or the U.S. District Court for the Northern District of Iowa.
11. **Confidentiality:** All non-public information disclosed by the Seller to the Buyer, including but not limited to pricing, drawings, and proprietary designs, must be kept confidential and used solely for the purposes of the order. The confidentiality obligation shall survive the termination of this Agreement.
12. **Entire Agreement:** This Agreement constitutes the entire understanding between the parties and supersedes all prior or contemporaneous negotiations, representations, or agreements, whether written or oral.