

MOSS SUPPLY COMPANY

TERMS AND CONDITIONS OF SALE

PURPOSE: Moss Supply Company (hereinafter "Moss") is a manufacturer of new construction and replacement vinyl windows & doors selling to wholesale and retail building material accounts as well as certain specialty dealers. All prices and terms and conditions of sale are subject to change without notice. Moss will attempt to provide as much notification as possible. To better serve our customers, the following terms and conditions of sale apply:

ORDERS: Please send all orders via email to orders@MossSupply.com or through our fax to 704-598-9012 and we will take care of your order. Our new Evolve on-line ordering system is another great way to send orders. Contact us at evolve@mosssupply.com to get set-up on our on-line ordering system. This web-based system will require your account to be set-up and a log-in password before this can be accessed.

Due to Moss' wide assortment of products, it is the customer's responsibility to order the correct series, size, color, etc. Please specify any unusual information that may be needed to assure an accurate order. *Moss provides an authorized order form for customers who do not have their own, see our catalog.* Confirmations or changes should be clearly identified as such to eliminate duplication or errors in processing orders.

ORDER CHANGE/CANCELLATION: If a customer changes or cancels an order, one of the following applies:

- A) If the order has not been placed into production, which may happen the day the order is received, the customer will have the choice to change or cancel the order. A **\$50.00** fee will be assessed if production has not begun, but all paperwork must be canceled, changed and then re-entered.
- B) If production has begun, **a prorated charge** for the work done will apply at Moss' discretion whether the customer is changing or canceling the order.
- C) If the order has been produced, the order will be shipped and invoiced at the normal selling price plus any other charges that may apply.

DELIVERY: Moss products are shipped via the Moss truck fleet at no charge to our customer's warehouse within Moss service areas with a **\$750.00 order minimum**. Product orders for less than the minimum, upon customer approval, will be shipped with a **\$100.00 service charge**. Orders will be delivered according to the cut-off schedule established for the customer's geographical area. Contact Customer Service for clarification of delivery on any order. Deliveries will be made weekdays during normal business hours. Moss requires our drivers to obtain a customer signed delivery receipt indicating all goods were received in proper condition. Damaged merchandise should be refused and returned on the same truck for repair or replacement at Moss' discretion according to the enclosed warranty. Reshipment will be made at the next available time. Moss encourages you to thoroughly inspect all items before signing the delivery receipt since **Moss cannot be responsible for any damages or shortages reported after delivery**. Failure to receive shipment will result in a **\$100.00 re-delivery fee** if a Moss driver made a legitimate attempt to deliver product. Job site deliveries are made for significant quantities of products provided the location is accessible and the customer accepts responsibility, subject to Moss management authorization. Moss reserves the right to charge a fee for such deliveries. Orders outside our delivery area or those requiring special handling (such as, but not limited to, next day air) will be charged a packaging fee plus freight.

FREIGHT: Parts, sash, and screens (hereinafter "Parts") are normally held and shipped when other product orders are to be delivered. At the dealer's request, Moss will ship parts with an appropriate packaging fee and shipping/handling fee, see individual price pages for more detail. Customer Service can provide an estimate of the packaging fee and shipping/handling fee. Parts normally are shipped UPS with similar fees. **Minimum invoice charge is \$50.00 exclusive of any packaging fee or shipping/handling fee.**

DEFECTIVE GOODS: Moss warrants its' manufactured products according to the enclosed warranty.

CREDIT TERMS: Moss is pleased to extend open credit terms to creditworthy customers approved by the Moss credit department. A prospective customer must complete the Moss credit application with a minimum of three references and a sales tax exemption form, if applicable, must be submitted before a credit account can be established. Moss reserves the right to charge finance charges on balances that remain unpaid beyond agreed upon terms. Further orders will not be produced until the account is brought current by the customer. Standard credit terms are 1%, ten days, net 30 days. Please contact the credit department if you have any questions.

5001 N. Graham Street, Charlotte, NC 28269

11253 Leadbetter Road, Ashland, VA 23005

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