

# Sunland® Shutters

## Master Sales Agreement and Policy Statement

### Mission Statement

Our goal is to exceed expectations in our products and service for each and every order that we receive. Through our relentless aspiration to deliver the most technologically advanced products supported by an industry leading sales and customer service team at competitive prices, Sunland Shutters strives to create long term value through building mutually beneficial relationships with our customers, partners and employees.

### New Account

A valid seller's permit and resell certificate are required before registering as a new account. New accounts are automatically established on a C.O.D.

\*\* Basis until credit is approved. Our term for approved open accounts is NET 15 on the balance only. Deposits are required on all contracts. E-mail addresses and Internet access are strongly recommended since a vast amount of Sunland Shutters' processing tasks are available for viewing on-line.

\*\* See Payment Methods.

### Order Forms

Sunland Shutters will only accept orders made on the latest version of our order form. These order forms must be filled out completely, legibly and signed. Any incomplete forms or orders on non-approved order forms will not be processed and may delay your shipment. Order forms are available for download at [www.sunlandshutters.com](http://www.sunlandshutters.com). On-line ordering is also available via our website at [www.sunlandshutters.com](http://www.sunlandshutters.com).

### Terms and Conditions

1. A 50% deposit is required on all orders except for accounts under C.I.A. terms, which require a 100% deposit.
2. Sunland Shutter's acceptance of Customer's order is first subject to its receipt of the required deposit and information, as the case may be.
3. Time of production is also calculated from the date of its receipt of the required deposit and information.
4. All invoices must be paid in full. Discrepancies are to be filed through our customer service department.
5. Any unauthorized short paid will result in credit hold of your account immediately.
6. Upon Sunland Shutter's discretion, personal guaranties may be required before Sunland Shutters accepts any Customer's order. Any affected Customer will be advised if such a guaranty is necessary.
7. Sunland Shutters reserves the right to reject any order and for any reason, including but not limited to the termination by any guarantor of his guaranty. Customer's submission of an order with the appropriate deposit is not an assurance the Customer's order will be accepted. Sunland Shutters will deliver to Customer written notice of the rejection of Customer's order via fax or e-mail.

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## Payment Methods

The acceptable payment methods are different depending on account payment terms. The different payment terms consist of C.I.A., C.O.D. 1, C.O.D. 2, and Net 15.

### 1. C.I.A. – Limited Payment Methods Accepted

C.I.A accounts require 100% deposit up front with payment by

- a. Credit Card
- b. Cashier's Check
- c. Money Order

Other payment methods other than the types listed above are not acceptable for C.I.A. orders.

### 2. C.O.D. 1 – Limited Payment Methods Accepted

C.O.D. 1 account requires 50% deposit on all orders prior to manufacturing. C.O.D balance must be paid upon will call or local delivery. Payment commitment is required prior to scheduling LTL shipping or installation appointment. The following limited payment methods are accepted:

- a. Credit Card
- b. Cashier's Check
- c. Money Order
- d. ACH Check

Payment with Credit Card will be subject to pre-authorization. Actual charge or cash payments will be processed at the date of installation or LTL shipping.

### 3. C.O.D. 2 – All Payment Methods Accepted

C.O.D. 2 accounts require 50% deposit on all orders prior to manufacturing. C.O.D balance must be paid upon will call or local delivery. Payment commitment is required prior to scheduling LTL shipping or installation appointment. The following payment methods are accepted:

- a. Credit Card
- b. Cashier's Check
- c. Money Order
- d. ACH Check
- e. Personal Check
- f. Company Check

Actual charge or cash payments will be processed at the date of installation or LTL shipping.

### 4. Net 15 – All Payment Methods Accepted

Net 15 accounts require 50% deposit on all orders prior to manufacturing and balance payment within 15 days of invoice date with

- a. Credit Card
- b. Cashier's Check
- c. Money Order
- d. ACH Check
- e. Personal Check
- f. Company Check

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Any non-sufficient fund (NSF) returned check will result a \$25 NSF fee and the payment terms will be changed to C.I.A. Customers must provide correct account information for ACH checks processing. For any fees that result from wrong account information, there will be an additional \$25 processing fee charged to your account.

## Revision/Cancellation Policy

In order to expedite your production and delivery lead time, Sunland will no longer be able to accommodate change order or cancellation requests once the deposit has been placed on an order (because once the deposit is placed, the order will now immediately be released to the production floor and there will be no lag time that would allow for order changes / cancellations).

Orders can only be cancelled or changed prior to placing deposits - a new lower administrative charge of \$75 will be applied for such requests.

For those customers with no-deposit or weekly deposit requirements (credit score w/ personal guarantee required), your orders can not be changed or cancelled once the order is confirmed in the system (orders will automatically be released to production once order is confirmed).

Any changes or modifications to an order or request must be in writing and faxed to Sunland Shutters. Sunland Shutters will not accept any oral or verbal changes or modifications to an order. Changes or modifications to an order will only be accepted before the production of the order commences. A \$75 fee will be applied for any changes or modifications made to an order after the Sales Order is created and before the commencement of production of the order.

As all orders are custom made to the specific requirements of the Customer, the cancellation of any order, where the deposit has not yet been paid is subject to a \$75 cancellation fee for each cancelled order, provided, however, that written cancellation is received by Sunland Shutters before production of the order commences. If production of the order has commenced, Customer shall remain liable for payment of the cancelled order in full.

All deposits are non-refundable. Cancellations are required in writing and must be faxed to Sunland Shutters. As all orders are custom made to the specific requirements of the Customer, the cancellation of any order requiring a deposit will not terminate Customer's obligation to Sunland Shutters and Customer shall remain liable for payment of the cancelled order in full.

## Shipping/Freight Policy

Sunland Shutters offers local delivery in limited areas via its own trucks. All other deliveries will be made via motor freight. Please check with your sales representatives for the delivery Sunland Shutters does not personally deliver to the end user's home due to liability concerns.

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Sunland Shutters ships shutters outside of the limited areas described above by motor freight due to UPS size and package limitations. Please check with your sales representatives for the delivery rates. Orders with a C.O.D. balance require a payment commitment prior to scheduling delivery with the motor freight carrier. Payment will be processed on the date order ships out.

Special Delivery/Service Surcharges via Motor Freight may consist of the following:

1. Delivery to a residential address. \$35.00 for areas serviced by Saia. \$65.00 for areas not serviced by Saia\*.
2. Lift Gate Service. \$35.00 for areas serviced by Saia. \$65.00 for areas not serviced by Saia\*.
3. Delivery Notification. No charge for areas serviced by Saia. \$35.00 for areas not serviced by Saia\*.
4. Missed Delivery / Re-Delivery. \$72.00.
5. Re-Route. If a Customer requests a shipment to be re-routed to another location this will result in a re-route fee of \$75 plus additional freight charges.
6. If a Customer requests that a carrier hold their shipment this will result in a Storage Fee. The amount of the fee will depend on the length of time the shipment is held.

\* The following states are not service by Saia: AK, CT, DE, HI, MA, MD, ME, MT, NH, NJ, NY, PA, RI, VT, WV, and WY.

Special Delivery/Service Surcharges via Sunland Local Delivery may consist of

1. Re-delivery or re-route fee of \$50 per trip.

## Storage Fees

Storage Fee If the finished product is not picked up within 3 weeks from the ready date, a 5% storage fee of the total invoice amount will be applied. 5% storage fee will apply to invoice every 3 weeks.

## Disposal Fee

If the product is not picked up within 4 weeks from the ready date, the order will be invoiced. The product will be disposed at Customer's expense (\$150) and the Customer is responsible for the full invoice amount.

## Shortage, Damage and Non-conforming Merchandise

All shipments must be checked carefully for damage and piece count upon receipt. Shortage or damages on motor freight shipments are recipient's responsibility. If packages are damaged due to the shipment, refuse the damaged package. Sunland Shutters will file claims for all refused shipments. If damaged packages are accepted, carrier must be notified for an immediate inspection. It is imperative to keep all cartons and packaging material in which the order was shipped until after carrier inspection. Any shortage or damage must be noted on the bill of lading before signing.

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In any claim of shortage, damage, and non-conforming merchandise, Customer must contact Sunland Shutters customer services for a Material Return Authorization (MRA) number and further instruction.

**Do not install damaged or incorrect shutters.** Sunland Shutters will not honor any damaged or incorrect claims once the product is installed. If Sunland Shutters is not notified of any damaged or missing boxes within 7 days of delivered shipment, the Customer assumes all responsibility for any replacement.

## Remake/Repair Claims & Policies

1. Do not install damaged or incorrect shutters. Sunland will not honor any damaged or incorrect claims once the product is installed. Sunland Shutters will repair or replace, at its sole discretion, the defective components.
2. Sunland Shutters reserves the right to call back the original items for inspection.
3. Sunland Shutters reserves the right to decide how the product will be remade or repaired.
4. Returning shutters without Material Return Authorization (MRA) number will be rejected and returned at Customer's cost.
5. The standard lead-time of remakes or repairs for Polycore is one week. The lead-time for basic repairs for Lexwood is one week and six weeks for remakes.
6. Customer is responsible for the shipping freight when the remake/repair is due to Customer's fault.
7. Material Return Authorization (MRA) Number: Material return authorization number can be obtained via local branch customer service or call 1-877-786-5263 (dial Option 1 for Customer Service). Sunland Shutters customer services agents will immediately issue a MRA number for your reference and future correspondence and respond within 2 working days with a case status.
8. Claim Supporting Documentation: Claim cases require claim statement from the Customer and/or digital pictures to support the claim statement.
9. Open Claim Validation: Open claim without Customer response will be closed after 1 month of the initial file date. Further claim on the same issue and opening will not be processed.

## Sunland Shutters Full Service Installation Program (limited areas only)

To initiate an order with installation, the Customer must completely fill out a Measure Request form, sign, and submit by fax to the respective Sunland Shutters branch. Sunland Shutters is not required to select frame, color, louver size or any other cosmetic detail with the end user. The Customer may be responsible for additional costs associated with additional consultation requirements when aforementioned details are not indicated on the measure form.

Sunland Shutters employees are responsible for product measurements, panel configurations, and ensuring that the order is placed within the parameters defined by the engineering specifications. Sunland Shutters will confirm the details of the order with the end user at the time of the measure if the Customer is not present, and may suggest any changes needed if the selected options will not function properly.

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The finalized order form will be faxed to the Customer for their authorization signature. Upon receipt of a Sales Order Confirmation, the Customer is responsible for submitting a 50% deposit to start the manufacturing process. Order confirmations are sent via fax or e-mail. If the Customer does not elect to receive billing information by e-mail, confirmations will be sent by fax. Therefore, if the Customer does not have a dedicated fax line, there may be a delay in receipt of confirmations.

C.O.D balance of an installation order requires a payment commitment to be made prior to scheduling the installation appointment with end user. The payment commitment can be made according to the payment terms listed in the **Payment Methods** section of this **Master Sales Agreement and Policy Statement**.

Installation order C.O.D. 2 balance payment commitment made by check - Sunland Shutters must receive the check prior to installation appointment scheduling. Installation order C.O.D. 2 balance payment commitment made by ACH check – ACH check payments must be received by Sunland Shutters prior to installation appointment scheduling and will be processed on the day of the installation. Installation order C.O.D. balance commitment made by Credit Card - C.O.D. 1 orders is subject to a Credit Card pre-authorization approval prior to installation appointment scheduling. C.O.D. 2 orders must submit credit card information prior to installation appointment scheduling. C.O.D. Balance for installation order will be charged on the day of the installation.

The end user or Customer must be present to acknowledge the condition of the shutters as installed and must acknowledge the installation completion by written acknowledgement.

Any measured request doesn't turn into an order, a minimum \$75 measurement fee will be charged to dealer's account.

## **Self-Measured Installation Program - Limited to areas where Sunland offers Dealer Training Seminars**

Sunland's Self-Measure Installation Program is strictly limited to customers who attend our Dealer Training Seminars and receive qualification for self-measuring by one of our in-house installers / trainers executives.

A qualified self-measure customer may place self-measured installation orders with Sunland Shutters via our online web order system only. Sunland Shutters will not be responsible for our customer's design errors, order errors, measure errors or any other errors created by our customers. All of Sunland's other policies and regulations pertaining to our full service turnkey installation will fully apply to our self-measure installation orders.

## **Right and Notification of Changes**

Sunland Shutters reserves the right to change or adjust the costs as necessary to reflect inflation, fuel surcharge, and rising cost in material without notice.

Sunland Shutters reserves the right to change the specifications, materials, procedures of our products without notice.

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## Waiver of Liability on Inside and Semi-Inside Mount Applications

Inside or semi-inside mount frames may hinder the removal of windows or interior screens for cleaning and maintenance purposes. The retailer has the responsibility to disclose these limitations to the end user at the time of sale and waives Sunland Shutters of any liabilities if the inside / semi-inside mount application is deemed unacceptable to the end-user after installation (in regardless of whether measure and installation was provided the retailer or through Sunland's turnkey program).

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### Customer Acceptance and Acknowledgement

Please complete the information below as acceptance and acknowledgement of the terms and conditions stated in the Sunland Shutters Master Sales Agreement and Policy Statement.

Customer Firm (print) \_\_\_\_\_

Customer Code (print) \_\_\_\_\_

Customer Name (print) \_\_\_\_\_

Title (print) \_\_\_\_\_

Customer Signature \_\_\_\_\_

Date \_\_\_\_\_