

Standard Terms and Conditions

Payment Terms:

Payment Terms are NET 30 Calendar days from Date of Invoice, payable in full in United States Dollars (USD), subject to credit approval.

"Pay When Paid" Terms are NOT offered by Gordon, Inc.

All required deposits are due upon execution of the Purchase Order.

If Customer fails to comply with any provisions or to make payments in accordance with the terms of this agreement, Gordon, Inc. may defer further shipments or, without waiving any other rights, terminate this contract. All shipments shall be subject to the approval of Gordon, Inc. credit department. Gordon, Inc. reserves the right to require payment before releasing any shipment, and if purchaser fails to comply with such requirement, Gordon, Inc. may terminate this contract.

Freight:

1) F.O.B. Shipping Point

- Customer takes delivery, title, and ownership of goods upon shipment.

2) Freight is an Estimate ONLY: Freight Estimate is not a firm quotation of anticipated costs of transportation or exact number of shipments required to complete the project. Freight estimate is based on optimization of truck capacity and does not take into consideration partial shipments that may be requested by Customer. Increases in cost of freight exceeding estimated freight due to price escalation, fuel surcharges, additional and unplanned shipments, or changes in mode of transportation, through no fault of Gordon, will be the responsibility of the Customer. Customer should plan for prevailing rates as of the date of shipments. Customer has the option to manage logistics of any or all shipments, which includes selection of the carrier of choice. Gordon will provide Customer with confirmation of the have-ready date for finished products. Gordon and Customer shall coordinate arrival of Customer's carrier of choice.

3) Freight Claims

- Filing of freight claims is the responsibility of the Customer. The Customer is advised to document on the Bills of Lading or Delivery Receipt in the presence of the carrier representative any of the following:
 - Any evidence of physical damage to containers, packaging or products.
 - Any missing containers, packages, or products as shown on the Bills of Lading, Delivery Receipt, or Packing List.
 - Regarding shipments in Dedicated Van Carriers – the numbered seal on the van door lock must match the seal number shown on the Bill of Lading. Should the seal be missing or show evidence of tampering or should the seal number fail to match the seal number shown on the Bill of Lading, please consider this as an indication that the dedicated load has been compromised in transit.
 - Any other similar or different evidence of damage or discrepancies that may exist between the items delivered and the Bills of Lading, Delivery Receipt, or Packing List.
- The Customer is advised to capture clear photographic evidence of damage. Freight claims must be reported to the carrier within 24 hours following actual time of receipt of shipment. Replacement parts requested by the Customer for items related to Freight Claims will require a Change Order.

Storage Fees:

- If an order is placed on hold by the customer for any reason, Gordon reserves the right to invoice for all work in process and all completed work. In addition, Gordon will invoice storage fees for products not shipped within 5 (five) business days of the date of placement on hold.
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Warranty:

- Gordon provides a standard one-year limited warranty for all materials. This warranty will become effective on the date of shipment. Requests for Variations to the standard limited warranty; such as warranty commencement set at the date of substantial project completion, or other requests for extension of the warranty time period will be quoted separately and will require a Change Order, unless specifically quoted herein.
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Exclusions:

- Unless specifically included in this quotation, the Customer is responsible for any and all costs associated with any and all of the following:
 - Materials Bond
 - Structural Engineering and/or Professional Engineering Calculations
 - Field measurements
 - Seismic Bracing
 - Mock-ups of any kind, regardless of its use or non-use as an integral component of this project
 - Field Erection
 - Job Site Visits
 - Expedited Freight
 - Freight Costs
 - All forms of Taxes and/or Tariffs
 - Extended Warranty
 - Escalation
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Additional Charges/ Schedule Impacts: This Quotation is based upon the applicable material prices and their availability at the time of Quotation. The Quotation is valid through the noted Date of Expiration, after which the following factors will apply:

- To minimize cost and/or schedule impacts, Gordon, Inc. will secure material costs upon receipt of the applicable approved submittals and progress payment(s).
 - Due to the volatility in material costs, availability of materials, market surcharges and production schedules in effect at the time of release, Orders released into our production schedule beyond 90 days after the Purchase Agreement date may result in additional charges and/or lead-times.
 - For Orders released into our production schedule beyond 90 days after the Purchase Agreement date, the Purchase Agreement pricing and schedules will be reevaluated for the new released requirements, and the necessary Change Order(s), reflecting said changes in pricing and/or schedule, will be required to proceed with production
 - Stenographic, clerical, or other obvious errors are subject to correction without liability.
 - Quotation Expiration: The quotation expiration date is the date by which Gordon must receive and acknowledge the Customer's Purchase Order. After the expiration date, Gordon, Inc. will review and update quotation pricing before acceptance of an order.
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Additional Terms and Conditions:

1. **Consequential and Liquidated Damages:** Under no circumstances will Gordon, Inc. be held responsible for consequential, liquidated or any similar claim for damages for any reason whatsoever. Customer agrees to defend, indemnify, and hold harmless Gordon, Inc. and its agents and employees, from and against any claim, cost, expense or liability (including attorneys' fees) related to any claim for consequential, liquidated or any similar claim for damages.
2. **Lead Times / Estimated Ship Dates:** Lead-times are estimated based on CAD, Engineering, and Production capacity at the time of quotation and are not guaranteed. Gordon will make every effort to provide drawings and finished products within the quoted estimated lead-times; however, actual lead-times may vary depending on available capacity of CAD, Engineering and Production resources at the time the order is placed. Gordon reserves the right to revise estimated lead times for Submittal / Shop Drawings, Mockups, Samples, and Finished Product based on open and available capacity at time of order placement and Approvals to Proceed with Production
3. **Retention:** Gordon's Purchase Order contract is strictly between Gordon, Inc., the Manufacturer, (not a Sub-Contractor) and the Customer. Under no circumstances will Gordon become enjoined to any Retention Provisions in the Contract Documents, the Prime Contract, or any subcontracts to which our Customer is obligated.
4. **Field Service:** The Customer will be responsible for costs of all travel expenses and professional per diem (including travel days) for job site and/or field service visits. A Change Order will be required unless:
 - The result of the field service visit produces conclusive evidence that the product in question is not consistent with the Customer approved Gordon Submittal Drawings, or the approved Mock-up, if applicable, whichever applies to the purpose of the site visit. Should a conflict exist between the Customer-approved Gordon Submittal Drawings and/or the approved Mock-up, the approved Mock-up will take precedence in the assignment of responsibility for the costs incurred.
 - In the event neither the approved Gordon Submittal Drawings nor the approved Mock-up addresses the issue in question, adherence to Standard Industry Tolerances as outlined in the current Cisca Metal Ceilings Technical Guidelines will be the determining document for resolution of the issue. However, should the Cisca Metal Ceilings Technical Guidelines fail to address the issue, the appropriate ASTM Standard will prevail.
5. **Contract Documents / Prime Contract:** Except for the specification section(s) and/or the drawing(s) listed in Gordon, Inc.'s quotation, Gordon, Inc. hereby rejects any requirement and/or request to be bound to any other provision of the Contract Documents and/or Prime Contract.
6. **Taxes and Tariffs:** The Customer is responsible for payment of all required statutory / regulated taxes, including but not limited to Sales and/or Use Taxes, any Tax, or similar charge levied by the governing authorities which have jurisdiction over the transaction. When Certification of Tax Exemption does exist, such certification must be provided to Gordon at the time the order is placed. Shipments outside of the United States of America are subject to the applicable Tariffs.
7. **Cancellation:** If an order is canceled after receipt of the Purchase Order, a cancellation charge will be applied. Responsibility for payment of this charge resides solely with the Customer and is not transferable to a third party. The cancellation charge will be based upon the greater of 25% of total order value or the value of all work completed and in process at the time of cancellation, including but not limited to Engineering, Drawings, Materials, Labor, Mock-ups, Freight Expenses, Lost Capacity, Overhead, and Profit.
8. **Returned Material Authorizations (RMA's):** All returns must be approved in writing by Gordon, Inc. via the issuance of a Returned Material Authorization (RMA) prior to returning the materials. The freight charges for all items returned must be prepaid by the Customer.
 - A re-stocking charge will be applied to all standard items returned. Non-standard / Custom items are not returnable.
 - Orders for non-standard / custom items that are cancelled are subject to charges equal to the value of the materials completed and in process at the time of cancellation, plus all tooling costs and engineering fees and other related costs.
9. **Code Compliance:** Gordon, Inc. assumes no responsibility for compliance with applicable building codes.

10. Complete Agreement: There are no understandings, terms or conditions not fully expressed herein. No agent or representative of Gordon, Inc. has authority to modify, rescind, or revise any of the terms and conditions contained herein. Any such revision must be in writing and signed by a duly authorized officer of Gordon, Inc.

11. Notices: All Legal Notices must be mailed to:

**Gordon Inc
Attn: Legal Department
5023 Hazel Jones Road
Bossier City, LA 71111**

12. Force Majeure: Gordon shall not be liable for any failure of or delay in the performance of this agreement for the period that such failure or delay is:

- beyond the reasonable control of Gordon,
- materially affects the performance of any of its obligations under this agreement, and
- could not reasonably have been foreseen or provided against.

13. General: If any provision of these Terms and Conditions becomes or is found to be illegal or unenforceable for any reason, such clause or provision must first be modified to the extent necessary to make that clause and this Agreement legal and enforceable, and then secondly, if necessary, severed from the remainder of the Agreement, which will remain in full force and effect.

14. Governing Law: This Agreement shall be subject to and interpreted according to the laws of the State of Louisiana. Any suit, action, or proceeding initiated by one of the parties against the other shall be filed and maintained in the state of Louisiana.