



Purchase Agreement

This Purchase Agreement (the "**Agreement**") is entered into as of this "**Effective Date**" dated below, and is by and between Alumatec Pacific Products™, a division of SAC2008 Enterprises, LLC, a Utah limited liability company, located at 1155 W 500 N Centerville, Utah 84014 (the "**Company**" or "**Seller**") and **CUSTOMER, CLIENT, BUYER or END USER** (hereinafter "**Dealer**" or "**Customer**" or "**End User**"). Each of the Company and the Customer may individually be referred to as a "**Party**" or collectively as the "**Parties**."

Recitals: WHEREAS Seller wishes to sell to Dealer a commercial security door, services or other mechanical parts of the type and description in this Agreement, and Seller wishes to sell to Dealer (and Dealer desires to purchase from Seller) commercial security door(s), services or other mechanical parts to and for businesses, commercial properties and other consumers ("**End Users**.")

Agreement Terms:

Contract Price. The price includes base price plus accessories, options, and delivery. By submitting an Order, Dealer acknowledges and accepts and agrees to the consideration of this Agreement, as well as accepts responsibility for taxes, cost of performance/payment bonds, building permits, and other fees as required by federal, state, or local laws not specifically stated herein. These terms and conditions and the Seller's Terms of Use for this Website (the "**Terms and Conditions**" defined below) shall apply to any and all sales between Seller and the Dealer and shall not be waived, modified or amended without the express written consent of an officer of Seller. Terms contained within any other purchase order or agreement issued by Dealer conflicting with these Terms and Conditions shall be of no force and effect. All orders must be approved by Seller prior to issuance.

Changes in Contract Terms. All changes must be confirmed by both Parties in an executed change order in order to be binding upon the Parties. Price shall be modified to reflect such change.

Technical Specifications. All quotes, drawing, and documents provided by Alumatec Pacific Products are our interpretation of the plans, drawings and specifications (including email correspondence between the Parties) and it is the sole responsibility of the Dealer to ensure that all dimension, handing, operation, component, etc., are included and correct on the final drawings, and plans are included and correct (as approved by the Dealer) on the final quote before signing for fabrication, manufacture or installation as the case may be.

Terms and Conditions. In addition to the provisions of this document, the Dealer expressly agrees to the Terms and Conditions, as set forth and provided by Seller, and may be found on our home page at "www.alumatecpp.com". These Terms and Conditions are hereby agreed to by the Dealer and incorporated into this Agreement.

Damages for Delay and Cancellation of Order. Seller shall not be liable for any damages which Dealer may suffer by reason of Seller's delay if Dealer, its agents, or employees, notifies Seller to cancel or "hold" order until further notice or if Dealer delays delivery of order for any reason after production has begun. If Dealer places order on hold prior to the start of production, Dealer remains liable for cost or damages Seller incurred by reason of the delay, including incidental and consequential costs. If Dealer notifies Seller to cancel or hold an order and production has begun, Dealer shall remain liable for the full contract price and payment is due upon receipt of invoicing. IMPORTANT NOTE: the Company does NOT guarantee a date of delivery, and the Order (i.e., also known as the Purchase Order Acknowledgement, or "**POA**") states a fabrication and shipping date that is subject to change, without notice, including delays that are out of the Company's control, including supply chain, material shortages, late deliveries of parts, raw materials, etc.

Delivery and Payment. All shipments shall be F.O.B. factory. Contract price shall be paid in advance with check or charge card prior to production of order but does not guarantee date of delivery, and Seller shall not be responsible for delay damages. Additionally, Dealer shall be solely responsible for any accessorial fees that may be charged by the freight or shipping carrier that may not be in the initial contract price. Seller will exercise good faith to meet delivery dates, but Dealer is responsible for demurrage charges from truck line if Dealer requests a delay in delivery. At time of delivery, Dealer shall make a full and close inspection of merchandise. Dealers must make note on the bill of lading of any freight damage or missing packages. Seller shall have the option to deliver goods in two or more installments as Seller shall elect.

Rejection of Nonconforming Goods. Except where this Agreement may expressly provide otherwise, the Commercial Code as codified under the laws of the State of Utah shall govern. Claims for shortages or any rejection of goods for nonconformity with the “Specifications Compliance” and “Goods Conformance” section of the Seller’s Terms and Conditions, must be reported within twenty-four (24) hours to Company (which is the “**Seller**”) and must be made to Seller in writing within five (5) days after delivery of shipment (which the Parties agree is a reasonable time) or claim shall be conclusively waived. The notification shall state the basis of the alleged nonconformity and a description of the portion of the shipment being rejected. Within five (5) days following the notification, the Seller may have an agent inspect the goods for nonconformity.

Incidental, Special and/or Consequential Damages. It is agreed by Dealer that Seller shall not be liable for any incidental, special, liquidated, compensatory, expectation, exemplary or consequential damages, whether attributable to Seller or a third party.

Governing Law. This Agreement shall be construed and enforced in all respects in accordance with the laws and courts of the State of Utah.

Limited Warranty. The “**Limited Warranty**” is more specifically set forth on the Seller’s Terms and Conditions and is incorporated by reference into this Agreement. THIS WARRANTY IS EXCLUSIVE AND LIMITED TO ANY OR ALL OTHERWISE “IMPLIED WARRANTY.” IN NO EVENT SHALL SELLER BE RESPONSIBLE OR, OR LIABLE TO ANYONE FOR SPECIAL, INDIRECT, COLLATERAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, even if Seller has been advised of the possibility of such damages. This warranty is further limited and applied as follows:

- a. The product has not been subject to misuse, abuse, fire, accidents, or by acts of God or any other cause beyond the reasonable control of Seller.
- b. The product has not been modified, altered, defaced, and/or had repairs made or attempted by anyone other than Seller or its authorized representatives.
- c. Installation of material has been completed to the factory specifications and drawings.
- d. The seller shall be immediately notified in writing of first knowledge of any type of problem with the product.
- e. Seller shall be given first opportunity to make any repairs, replacement, and/or corrections to the defective construction of the product.
- f. Seller shall not be responsible for any surrounding materials that could be damaged including any costs associated with the removal or replacement of material that may be required to be removed to complete repairs or replacement of materials found to be defective and falls within the standard warranty to replace said materials.

This limited warranty does NOT include electrical items that are connected by the electrical trades. This product is NOT wind-rated or storm-rated and this warranty does NOT cover damage caused by, or as a result of, excessive wind or other natural forces. This warranty does not apply to any damage or deterioration caused by door curtain components rubbing together as the door rolls up upon itself or damage caused by exposure to salt water, chemical fumes, or other corrosive or aggressive environments whether naturally occurring or man-made, including, but not limited to, environments with a high degree of humidity, sand, dirt, or grease. Wearing away of the surface or finish of Product is normal and is specifically excluded from this warranty.

Additional Warranty. If the End User, Customer or Dealer purchase or desire more to their warranty, then as applicable (if purchased), the Company will offer an “**Additional Warranty**” which is more specifically set forth in the Seller’s Terms and Conditions and incorporated herein by Reference. If applicable, Seller will warrant this product for an additional agreed upon (in writing) time frame beyond the standard 1-year warranty period which will start upon installation and initial use of any of the Products. *This additional warranty shall remain in force only so long as yearly maintenance is completed by a certified Alumatec Pacific professional and licensed door dealer.* End User is responsible for scheduling annual service and for payment of service to the door dealer. End User must save and record the service receipts throughout the warranty period.

Alumatec Pacific Products™