

## Terms & Conditions of Sale

### TRUTH HARDWARE'S WARRANTY FOR WINDOW & DOOR MANUFACTURERS & AUTHORIZED DISTRIBUTORS

All Truth Hardware products, with the exception of electrical products\*, are warranted against defects in materials and workmanship for the life of the product<sup>1</sup>.

Truth Hardware's warranty is expressly limited to window & door manufacturers and Truth Hardware Authorized Distributors, who purchase Truth Hardware products for the purpose of resale, or use in the ordinary course of the buyers business, and may not be assigned or transferred.

This warranty does not cover normal wear or discoloration on finishes, or any product which has been improperly installed, abused, misused, worn out, altered, used for a purpose other than that for which it was intended, or in a manner inconsistent with any instructions regarding its use, nor does it cover corrosion related damage.

THIS WARRANTY IS EXCLUSIVE. TRUTH HARDWARE MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESSED OR IMPLIED, WITH RESPECT TO THE PRODUCTS MANUFACTURED AND SOLD BY IT, WHETHER AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER MATTER. No agent, employee or representative of Truth Hardware has any authority to bind Truth Hardware to any affirmation, representation, or warranty concerning Truth Hardware products or parts, except stated herein.

If any product manufactured by Truth Hardware is found to be defective by Truth Hardware, in its sole judgment, Truth Hardware will, at its option, either repair or replace such defective product. Truth's liability is limited only to the replacement value of the hardware. THIS REMEDY SHALL BE THE EXCLUSIVE REMEDY AVAILABLE FOR ANY DEFECTS IN THE PRODUCTS MANUFACTURED AND SOLD BY TRUTH HARDWARE OR FOR DAMAGES RESULTING FROM ANY OTHER CAUSE WHATSOEVER, INCLUDING WITHOUT LIMITATION, TRUTH HARDWARE'S NEGLIGENCE. TRUTH HARDWARE SHALL NOT IN ANY EVENT BE LIABLE TO ANY BUYER FOR CONSEQUENTIAL, OR INCIDENTAL, OR PUNITIVE DAMAGES OF ANY KIND, OR FOR THE LABOR WHICH MAY BE REQUIRED FOR THE REPLACEMENT OF SAID PRODUCT, WHETHER FOR BREACH OF WARRANTY, NEGLIGENCE, ON THE BASIS OF STRICT LIABILITY, OR FOR ANY OTHER REASON.

The purpose of this exclusive remedy shall be to provide the window/door manufacturer, or Truth Hardware Authorized Distributor, with replacement of products, or parts, manufactured by Truth Hardware found to be defective in materials or workmanship, or negligently manufactured. This exclusive remedy shall not be deemed to have failed of its essential purpose so long as Truth Hardware is willing and able to repair or replace said defective products or parts in the prescribed manner.

\* All Truth Hardware electrical products, are warranted for one (1) year against defects in materials and workmanship.

<sup>1</sup> *Industry related testing has defined the typical lifetime of fenestration hardware to be 10 years.*

#### Terms -

1%/10 days - net 30 days on hardware purchases. Net 30 days on freight charges. Tooling invoice terms available upon request.

#### Freight -

F.O.B. Factory

#### Conditions -

Initial orders, and all subsequent orders placed before credit is established with Truth Hardware, will be on a cash-in-advance or C.O.D. basis. Cash-in-advance orders will be entered by Truth Hardware upon the receipt of the order and payment. Pricing is determined at time of shipment.

#### Return Goods -

Authorization from our Sales Department is required in advance for all goods to be returned to Truth Hardware. Authorization will be granted in all cases of defective product or incorrect shipments due to an error on Truth Hardware's part. Truth Hardware may also, at its option, authorize the return of other goods subject to a 25% restocking charge and including and offsetting order equal in value to the amount of the return. Product considered for return must be standard product, built to current Truth Hardware manufacturing specifications, no older than the immediate past calendar year, clean, resalable, in full unopened cartons. The quantity to be returned cannot be excessive based on Truth Hardware's current level of sales and inventory position. Freight on all return goods must be prepaid to our plant and merchandise must be received within 30 days of date of authorization.