

## EDON CORPORATION

## STANDARD TERMS AND CONDITIONS

**PURCHASE ORDERS** – Edon will require a purchase order and deposit before the start of any project. Any changes to terms of the order must be negotiated and agreed to in writing by both parties. Any changes to your order must be agreed to in writing, preferably with a change order. Orders for materials are solely between Edon and its paying customer (Sold To) and will not include third parties, including property or building owner, architect, etc. Customer's purchase order and this terms sheet represent entire agreement, and supersede prior negotiations, written or oral. Upon request, Edon will supply its Warranty, W9, Maintenance Schedule, MSDS and Certificate of Insurance.

**SALES TAX** – If your project is located in Pennsylvania, or if you are picking up your order at our facility, forward your company's PA Sales and Use Tax Exemption Certificate (not the project owner's), otherwise we will add 6% tax to the order. We will add 8% tax for projects shipping to Philadelphia, PA and 7% for Allegheny County, PA. For projects shipping to New Jersey forward your company's NJ Sales and Use Tax Exemption Certificate (NJ ST-13 Form, etc.), otherwise we will add 7% tax to your order. For all other states, sales tax is not collected by Edon.

**PAYMENT TERMS** – Edon will only accept terms as per our original proposal, unless negotiated and agreed to in writing by both parties. **Deposits are required prior to the start of any submittals.** As a material supplier, we do not accept retainage. On all projects the final balance is due prior to releasing the final shipment, or COD cashier's check. Before shipping your order, we will fax your final invoice to make payment arrangements. We accept all major credit cards, 3% processing fee per transaction.

**SHOP DRAWINGS** – Edon will submit shop drawings for approval on every project unless waived in writing. Edon shop drawings include details, installation instructions, attachment recommendations, and breakdown of materials to be produced. Edon drawings do not include professional engineering unless contracted at an additional charge. *Thorough review of shop drawings is very important. Edon will not start production on any project until shop drawings are approved in writing. Edon's cut sheets (8 1/2" X 11") are not shop drawings for submittal / approval use.*

**COLOR** –All Edon FRP products are produced with an integral, white, polyester gelcoat color (not paint). Custom colors can be ordered *for some items*. Our standard finish is smooth. Custom finishes (metal-flake, sandblasted limestone) are an additional cost. Please submit a color chip with your purchase order; we will then produce a color match for customer approval. **Edon does not have color charts for color choice.** All custom colors require two to four weeks lead time after sample approval for formulation by the gelcoat manufacturer. Note: Industry standards do not warranty product finish of either original gelcoat or subsequent, field applied finishes.

**PRODUCTION** – Edon produces material per order and does not have finished product in stock. All products are hand made to order. We will not schedule tooling or production until receipt of all deposits, Terms & Conditions, and written approval of submittal information.

**LEAD TIME** – All lead times are approximate and based upon Edon's current backlog, receipt of written submittal approvals and deposits.

**RECEIPT OF DELIVERIES** – It is vital that shipments from Edon are inspected immediately upon receipt of delivery or customer pick up. Any discrepancies with shipments must be brought to our attention within ten business days.

**INSTALLATION** – Edon is a material supplier only and is not responsible for installation of its material. We will supply necessary instructions, drawings, and technical support for installation. We may be able to recommend an installer in your area. We do not provide any hardware, caulks, sealants, paints, flashing, blocking, fasteners or support framing as part of our standard proposal. Edon does not warranty against defects relating to the installation of its materials.

**PROFESSIONAL ENGINEERING** – Purchaser is responsible for any engineering required by the project. Engineering can be contracted by Edon at an additional cost and is not a part of our standard quotation. Edon is not responsible for damages or loss caused by any architectural design, engineering or installation defect.

**GOVERNING LAW** – All financial /contractual disputes arising out of the Contract of any kind shall be resolved according to the laws of the Commonwealth of Pennsylvania utilizing a mediator in the Commonwealth of Pennsylvania. All legal fees, included but not limited to mediator, attorney and court costs, are recoverable by prevailing party.

### ACCEPTED:

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Company Name

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Officer Name and Signature

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Date