



Wind Mill Woodworking, Inc.
 dba Wind Mill Slatwall Products
 200 Balsam Rd • Sheboygan Falls WI 53085

Terms and Conditions

Details of Manufacture

General specifications and drawings are intended to convey the details of manufacture in use at the time this document was printed. Wind Mill Woodworking, Inc. ("Wind Mill") reserves the right to furnish the type of construction, styling, and finish that is standard at the time of shipment.

Ordering Information

Terms: Net 30 days from date of invoice. All estimates, proposals and invoices are in US Dollars. All shipments are FOB Wind Mill. Open account status will be made only if the Customer has an acceptable credit rating and a signed credit application. Non-credit accounts require pre-payment by MasterCard, Visa, Discover, or American Express, business check or ACH debit. Any exchange of charges or any charges for non-par clearance of checks will be charged to the Buyer's account. Accounts, if not paid at maturity, are subject to additional interest charges of 1.5% per month, or the maximum permitted by law, whichever is lower. Wind Mill reserves the right to delay shipment pending payment of past due account balances. Wind Mill also reserves the right, as its option and without liability therefore, to divert to itself any shipment in transit in event of insolvency of the Buyer or any change of ownership of the Buyer's general property occurring prior to delivery. Terms of payment and prices are subject to change at any time upon Wind Mill's discretion. Terms will be shown on each invoice.

Taxes

Any sales tax or manufacturer's processing taxes may be charged by Wind Mill upon the sale by Wind Mill to the Buyer of any Wind Mill product listed herein to the extent authorized or permitted by law and will be added to the applicable prices herein shown and shall be paid by the Buyer. Wind Mill bases its ability to charge State and Local (where applicable) sales tax on Nexus, that is, a physical presence in the State of delivery. The Buyer, in absence of proper exemption documentation, agrees to pay applicable sales tax as shown on the face of Wind Mill's invoice.

Acceptance of Orders

All orders and sales contracts are subject to written approval and acceptance of Wind Mill at Sheboygan Falls WI, and are not binding on Wind Mill until and unless so approved and accepted. Any terms or conditions of sale contained herein, shall not be binding upon Wind Mill unless expressly accepted in writing by Wind Mill. In case of such conflict not expressly accepted by Wind Mill, the terms and conditions of sale herein provided shall be considered as superseding the conflicting terms stated in the Buyer's purchase order or contract. The acceptance of any order will supersede all prior communications and constitute a complete and binding contract which cannot be modified or canceled without the written consent of both parties. Wind Mill reserves the right to allow or prorate shipments against all orders, whenever, in its judgment, an oversold condition exists as to any particular products manufactured or sold by it.

Warranty

Buyer agrees that in connection with the sale of product by Wind Mill, no warranties or representations will be made (other than Wind Mill's express written warranties, if any) which may impose on Wind Mill any liability other than Wind Mill's obligation to deliver, products of the same type, size, and quality as that originally ordered by Buyer to replace defective goods or, at Wind Mill's option, a credit to the Buyer of the purchase price paid. The Buyer agrees to indemnify Wind Mill against all other liability arising from the sale and/or application of Wind Mill products by the Buyer, its employees, agents, or representatives.

Returned Materials

Material is not to be returned unless prior approval is obtained in writing. Material must be in saleable condition, in original cartons, and will be subject to a 25% re-stocking fee. No returns will be taken after 30 days from shipping date.

Custom Orders

Any order from Buyer that is to be manufactured by Wind Mill in accordance with Buyers drawings or written specifications is considered a "custom order." Any cancellation of the order by the Buyer must be through written notice in advance of the production as promptly as reasonably possible. Buyer will be invoiced for all materials produced up to the point of cancellation, and produced material will be shipped as per the order if requested by the Buyer. Produced material is defined as all finished goods and work in progress at time of notice.

Claims and Cancellations

All freight claims or shortages must be filed with the carrier by the Buyer with Wind Mill within five business days of delivery of the order. Notice of damage or shortage should be filed with Wind Mill in writing, accompanied by pictures of the damage. Materials must be kept on site for inspection and retrieval by the carrier. If the Buyer has arranged the freight, the Buyer must file all freight claims or shortages with the carrier. Wind Mill will give all reasonable assistance to the Buyer for these claims, but is not responsible for the outcome of the claim. Wind Mill is not responsible for delays or damage in transit. Materials are packaged and loaded in accordance with the carrier's rules to insure delivery without damage. Orders cannot be canceled nor can prepared goods be deferred or extended beyond the original delivery date, except with Wind Mill's consent. In a claim against Wind Mill for defects in materials, written notice and sample or photo illustrating such defects must be submitted to Wind Mill within 30 days after receipt of shipment to give full basis for such claim. Wind Mill shall have 60 days from date of receipt of such notice to inspect and dispose of defective material if such claim is allowed. Under no circumstances is material to be returned to Wind Mill unless Buyer has received Wind Mill's written instructions to do so. The Buyer shall have no right to deduct the amount of any claim from Wind Mill's invoice until claim is allowed by Wind Mill or adjudicated by proper authority.

Delivery and Freight

Wind Mill reserves the right to determine the shipping point on all shipments, the carrier (full routing), and type of transportation equipment on truckload and carload shipments. Delivery to the carrier at point of origin shall constitute delivery to the Buyer on such delivery. Wind Mill shall attempt to comply with but will not guarantee requested shipping date, loading, and routing instructions. Wind Mill shall not be liable for failure to deliver or delay in delivery of any order regardless of cause. All shipments shall be on a prepaid and add basis (exceptions to be negotiated on an account by account basis). Shipping charges do not reflect the actual carrier discount.

Storage and Warehousing

Orders postponed by the Buyer beyond the original ship date could be subject to storage and warehousing charges at 1% per month (APR) on the value of the order beginning the 1st of the month following originally agreed upon date of shipment. The period of storage and warehousing must be agreed upon between both Wind Mill and Buyer in writing.

Customer Acknowledgement

Initials _____

Date _____