

Craig Industries Terms & Conditions

These Terms and Conditions govern all products manufactured by Craig Industries, Inc. under the U.S. Cooler®, Enviro Buildings®, Eden Growrooms®, BrewCave® or WineKeep trademarks and product lines.

JURISDICTION AND GOVERNING LAW: This agreement shall be an Illinois contract and shall be interpreted and administered for all purposes under the laws of Illinois. Parties agree that any lawsuit arising from any transaction between the parties hereto will be under the jurisdiction of the Circuit Court of the Eight Judicial Circuit of Illinois, Adams County.

GENERAL TERMS AND CONDITIONS: All quotations and acceptances of orders are made with the mutual understanding that the orders are not subject to cancellation unless by mutual written consent. Care is taken to give reliable descriptions but these are not guaranteed, and prospective buyers are advised to check details. The shipping date is approximate only and is conditional upon delays, nonperformance occasioned by strikes, fires, pandemics, Acts of God or other causes beyond our control. We reserve the right to correct stenographic errors IT IS UNDERSTOOD THAT THERE ARE NO CONDITIONS OR AGREEMENTS OUTSIDE OF OUR QUOTATION, OUR CUSTOMER CREDIT FORM, AND OUR TERMS LOCATED AT WWW.CRAIGINDUSTRIES.COM/TERMS, COLLECTIVELY OUR "TERMS AND CONDITIONS". TERMS AND CONDITIONS ALSO WILL BE SENT BY MAIL OR FAX TO THE PURCHASER UPON REQUEST. ALL PRIOR CONVERSATIONS, AGREEMENTS, OR REPRESENTATION WITH REFERENCE TO ITS SUBJECT MATTER ARE SUPERSEDED. WE HEREBY LIMIT ACCEPTANCE TO THESE TERMS AND CONDITIONS, AND OBJECT TO ANY ADDITIONAL OR DIFFERENT TERMS IN THE PURCHASER'S PURCHASE ORDER OR ACCEPTANCE, UNLESS SPECIFICALLY AGREED TO IN WRITING BY US.

ACCEPTANCE METHODS: A facsimile or email of the signed original of this document or a digitally signed version of this document, shall have the same force and effect as a signed original and shall, upon receipt by Craig Industries, Inc., be binding on both parties.

PAYMENT AND CREDIT TERMS: Standard payment terms for established open accounts are net 30 days from date of invoice (not date of arrival of goods): 1.5 % monthly service charge on past due invoices, any collection and legal fees are the responsibility of purchaser if payment is past due. Other terms may be provided by our credit department after references are checked. All credit terms to be determined based on a separate Customer Credit Form provided to Customer by our credit department and will be set per project based on the terms of each project. Craig Industries reserves the right to apply all payments to oldest accounts first.

INSTALLATION: No installation or job site supervision charges or services are included unless specified on this quotation. By signing each drawing (or accepting each drawing as authorized in ACCEPTANCE METHODS above), Customer certifies that the

drawing meets required layout specifications. Customer agrees to comply with all installation instructions for building assembly and provide all structural requirements necessary in our standard and/or engineered (if required by specific job) drawings. Customer also agrees to abide by all ancillary equipment installation procedures.

PRICES: QUOTES ARE VALID FOR 30 DAYS. After 30 days, prices are subject to change without notice. Quoted freight prices are subject to change without notice at any time.

STORAGE: All orders will be invoiced on scheduled ship date. Balance Before Ship customers must have payments to us **the day before the scheduled ship date**. If they fail to pay the balance before the ship date, we will charge \$20.00 per day that the shipment has to be held and not shipped. Net 30 customers that ask us to hold a product on and/or after the scheduled ship date will be charged \$20.00 per day starting one week (7 days) after scheduled ship date. Net 30 customers must receive manufacturer approval to hold shipment. **All storage fees have to be paid in full before we will ship the product.**

TAXES: No taxes of any kind are included in our quotes, unless specifically requested. If requested, ESTIMATED sales tax will be included, but is subject to change based on final ship to location, tax rates at time of shipment and various other factors. All prices herein and/or contracts shall be subject to increase without notice, by the amount of any present or future sales or excise tax levied or charged, either by federal, state, or any other tax assessing agency as necessary. If a valid sales tax certificate is not on file with Craig Industries, Inc., Customer will be responsible for taxes. Taxes are determined based on the ship to state.

FREIGHT TERMS: Standard freight terms are F.O.B. Factory. No freight allowed. Terms may vary in special circumstances. All charges for unloading and transportation to job site are at buyer's expense.

SHIPPING AND HANDLING: Shipping and Handling does NOT include lift gate or residential area delivery. Additional charges will apply unless stated otherwise in the quote. Changing the shipping zip code may change the shipping amount due. Standard LTL loads have a maximum of 30 (thirty) minutes unload time. Over this, additional detention fees will be incurred.

CONTINGENCY: All contracts are contingent upon fire, strike, accidents, pandemics, Acts of God and delays in transit or other causes beyond our control.

CHANGES: Changes made after fabrication has begun shall be submitted, in writing, signed by the purchaser. Purchaser agrees to the cost of any such changes applicable. Change order fees may apply.

CLAIMS: Title passes to buyer upon delivery to the carriers



unless otherwise indicated. Safe delivery is the responsibility of the carrier and loss or damage should be noted on delivery receipt and freight bill before acceptance of shipment. Make claims promptly. We are willing to assist in the collection of claims.

GUARANTEE: All claims for incorrect products or replacement must be made and settled prior to installation. All products are inspected before shipment and are guaranteed against defective workmanship or material, subject to our standard warranty. Craig Industries, Inc. assumes no liability for expenses or repairs made outside its factory without written authorization.

LOCAL CODES: Craig Industries, Inc. does not assume responsibility or costs for field changes to its products to meet local or state codes.

ORDERS: All orders resulting from this quotation are subject to acceptance by the factory. To begin production, factory needs customer's signed quote and drawing packet with correct Revision and Drawing, and credit approval.

RETURN OF MATERIALS: No goods may be returned without factory's prior written consent. Restocking fees will be applied.

CANCELLATION OF ORDERS: No order may be cancelled unless factory approves in writing. If cancellation request is approved, customer will be responsible to pay the quoted price for any items purchased specifically for this order and any work in production at the date of the cancellation request. If cancellation is approved and we can resell any items purchased for the order, restocking (if applicable) fees will be applied. Customer acknowledges that most factory orders are custom-built to each customer's unique specification and cancellation will not always be available.

LIMITATION OF LIABILITY: To the fullest extent permitted by law, Craig Industries shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from any losses or damages sustained by customer or any other person as a result of improper installation or misapplication of the Product(s). Customer shall defend, indemnify and hold harmless us, our agents, officers and employees against any loss, damage, claim, suit, liability, judgment or expense (including, without limitation, attorney's fees) arising out of or in connection with any injury, disease or death of persons or damage or loss of any property or the environment, or violation of any applicable laws or regulations resulting from or in connection with the sale, transportation, installation, use, or repair of the Product(s) by you. The obligations, indemnities and covenants contained in this

paragraph shall survive the consummation or termination of this Agreement.

WARRANTY: Craig Industries, Inc. warrants to the original purchaser that the panels manufactured by the company are free from any defect in material or workmanship under conditions of normal use and service. The obligation of the manufacturer under this warranty shall be limited to repairing or replacing at their option FOB factory, panels of said building which proves defective within ten years from the date of shipment. All hardware carries a standard one-year warranty. This warranty does not include any labor charges for replacement or repair of defective parts.

For U.S. Cooler® customers, refrigeration equipment carries a standard one-year factory warranty for compressor and accessories. The obligation of the manufacturer under this warranty shall be limited to repairing or replacing at their option FOB factory, any part of said refrigeration system which proves defective within one year from the date of purchase. An extended four-year compressor warranty and a 1st day through 5th year labor warranty are also available as an option. ALL REFRIGERATION COMPONENTS MUST BE INSTALLED BY A CERTIFIED REFRIGERATION CONTRACTOR AND ONE MUST BE PRESENT AT START-UP. FAILURE TO UTILIZE CERTIFIED REFRIGERATION CONTRACT WILL AFFECT REFRIGERATION WARRANTIES.

For all products, any add-on components manufactured by third parties, including hardware, glass doors, HVAC units, generators, man doors, windows, etc. will be accompanied by the relevant third-party manufacturer's warranty.

This warranty is in lieu of all other warranties expressed or implied and does not apply to equipment which has been subject to any accident, alteration, abuse, misuse or improper installation. CRAIG INDUSTRIES, INC. EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES EXPRESSED OR IMPLIED. THE STANDARD WARRANTY DOES NOT INCLUDE ANY LABOR CHARGES FOR REPLACEMENT OR REPAIR OF DEFECTIVE PARTS. IN NO EVENT SHALL CRAIG INDUSTRIES, INC. BE LIABLE FOR ANY SPECIAL, DIRECT OR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR ANY LOST PRODUCT, LOST PROFITS OR REVENUES OR OTHER LOSSES OR DAMAGES CAUSED BY LOST PRODUCT OR LOST PROFITS OR REVENUES, WHETHER FOR BREACH OF WARRANTY OR OTHERWISE. CRAIG INDUSTRIES, INC. WARRANTY DOES NOT COVER ANY PRODUCTS INSTALLED OUTSIDE OF THE CONTINENTAL UNITED STATES.

For warranty work on your Craig Industries product, call our Customer Service Department immediately. You will then be advised of the proper procedure to follow. NO warranty work is to be performed without an authorization number, which will be provided by the Customer Service Manager. Craig Industries, Inc. assumes no responsibility for work performed without an authorization number.

U.S. Cooler® , Enviro Buildings®, Eden Growrooms®, BrewCave® are registered trademarks and products of Craig Industries, Inc. and WineKeep is a trademark and products of Craig Industries, Inc.

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