



LOWE HARDWARE

TERMS & CONDITIONS

ACCEPTANCE

William M. Lowe, Inc. (doing business as Lowe Hardware) reserves the right to decline an order, in whole or in part, when the type or quantity of goods or credit worthiness of the Purchaser is not satisfactory to us in our sole and absolute discretion.

Purchase Orders, Quote Requests, Acknowledgements or the like issued by the Purchaser that have contrary standard terms and conditions are not binding on Lowe Hardware. Orders will be confirmed upon receipt of all necessary information and will be processed as shown on the order confirmation unless any changes or revisions are acknowledged prior to start of production.

PRICES

All prices are subject to change without notice and are not guaranteed. All shipments will be made at prices in effect at the time of shipment. We reserve the right to correct clerical, stenographic and other obvious errors at any time.

If Lowe Hardware elects to offer a quote, such quote will be valid until the expiration date on that quote or as agreed with one of Lowe Hardware's authorized representatives. A quote number must be provided at the time of ordering. A quote may be null and void if the Purchase Order does not include ALL product lines listed on the quote or if the quantities for any item covered by the quote deviate by 10% or more. Any new order requesting special pricing to match an existing quote number must be approved by Lowe Hardware's authorized representatives.

TERMS

For all approved open account customers, terms are NET 30 from date of invoice. All invoices are past due thereafter. Past due accounts will be placed on a "HOLD" status until the account is brought current. Lowe Hardware reserves the right to ship on a C.O.D. or PREPAID basis where deemed necessary.

Additionally, the Customer shall be responsible for all collection costs, court costs and reasonable attorney's fees (where allowed by law) in connection with the recovery of any delinquent amount.

All payments must be remitted via check to:

Lowe Hardware
5 Gordon Drive
Rockland, ME 04841 USA

FREIGHT

All orders are shipped FOB Rockland, ME using Lowe Hardware's carrier of choice following customer's requirements (ground, next day air, second day air, 3-day). All shipments are sent PREPAID and added to the invoice.

DELIVERY

Scheduled shipping dates are based on estimated manufacturing lead times providing that all required information has been provided by the customer and the customer account remains in good standing. We reserve the right to withhold shipment of orders on past due accounts.

Lowe Hardware will use reasonable efforts to ship products by the estimated ship date but makes no guarantees as to delivery dates. Under no circumstances shall Lowe Hardware be liable or accountable for consequential damages due to failure of delivery.

LEAD TIME & EXPEDITING

Lowe Hardware's current standard lead time is sixteen (16) weeks from date of purchase order and deposit received. This lead time is based on sourcing materials and machining and hand finishing all of our products to the highest quality levels and standards set by Lowe Hardware.

To the best of our ability Lowe Hardware wishes to support our customer's hardware demands and schedules, and when possible will try to accommodate rush order requests on a discretionary basis. Rush orders will be subject to expediting fees, which are determined on a case-by-case basis depending on timing and complexity.

CLAIMS

In the event of Company or Customer error, claims for shortages, pricing errors and/or incorrectly filled orders must be submitted within thirty (30) days from receipt of material.

CANCELLATION & RETURNS

Our products are custom manufactured to order and all purchase orders are non-cancelable upon commencing of work. Changes in quantity, style or finish may result in changes to price and delivery. Changes which occur after production has begun may result in restocking charges up to the quoted price of items.

CUSTOM ORDERS

Lowe Hardware welcomes the opportunity to work with customers on custom designs and modifications. Time, resources, and other assets (such as drawings or samples) may be subject to additional fees to cover labor and material costs.

At the request of the customer or for clarification purposes, Lowe Hardware may produce drawings for approval. Lowe Hardware retains all rights, including the exclusive right of use. Possession of such drawings by the customer does not convey to the customer any rights.

FINISHES

Lowe Hardware's metal finishes and patinas are carefully considered and applied by skilled craftsmen to meet the highest possible standards. Variation in color and texture is inherent in the creation of hand finished patinas. Environmental conditions, level of use, oxidation and other external factors will gradually alter the appearance of live finishes over time and should be considered when making selections. The same applies to wood finishes, which will age and wear over time leading to alterations in color, texture, and appearance.

Lacquer is applied to aid the preservation of the original finish on some products. These finishes are not recommended for use in high traffic areas or external locations as the lacquer will break down prematurely resulting in a patchy appearance.

SAMPLES

Product samples are available for client review and may be requested from an authorized representative. Any samples not returned within a reasonable time limit, or returned in damaged or altered condition, may be subject to charge at full value.

WARRANTY

Lowe Hardware is pleased to stand behind every product that we sell and we warrant this product to be free from defects in workmanship and materials, under normal residential use and conditions, for a period of one (1) year from the original invoice date. We agree, at our option during the warranty period, to repair any defect in material or workmanship or to furnish a new, repaired or refurbished product of equal value in exchange, without charge. Such repair or replacement is subject to verification of the defect or malfunction and proof of purchase as confirmed by showing the model number on original dated sales receipt. Lowe Hardware also asks client to inspect product for damage or defects immediately upon receipt.

This warranty does not include: any condition resulting from other than ordinary residential wear or any use for which the product was not intended; any condition resulting from incorrect or inadequate maintenance or care; damage resulting from misuse, abuse, or negligence; dissatisfaction due to buyer's remorse; or normal wear and tear.

Lowe Hardware is not responsible for labor, or other related costs, regarding replacement or repair of any items.

PRODUCT MODIFICATIONS

Lowe Hardware products are not designed or intended for aftermarket modification. The warranty on Lowe Hardware products becomes void if the product is modified in any way, regardless of whether the modification causes or contributes to any alleged defect.

RESOLUTION OF DISPUTES

In the event that any dispute arises under this agreement, then the Parties agree to attempt to resolve the dispute through mediation. Should the Parties be unable to resolve the dispute through mediation, then the Parties agree to submit the dispute to binding arbitration in accordance with the rules of the American Arbitration Association. The Parties specifically agree that the arbitrator(s) shall have all authority and jurisdiction to enter any award, including injunctive relief and that any such award shall include an award of attorneys' fees for the prevailing Party, including any fees incurred as the result of any enforcement of the award and any appeal arising out of any such award.

CONTROLLING LAW

The validity, interpretation, performance and enforcement of this Settlement Agreement shall be governed by the laws of the State of Maine. The venue for any legal action, arbitration or mediation brought with respect to any aspect of this agreement shall be Knox County, Maine.