

Krownlab Terms and Conditions

[Krown Lab Inc. Terms and Conditions.pdf](#)

BUYER'S ACCEPTANCE OF TERMS AND CONDITIONS

The price quotation for Products to be sold (and, services to be provided if any) by Krown Lab, Inc. to purchaser (hereafter, the "Buyer", or "Customer") is being submitted on the following terms and conditions (the "Agreement"). Buyer's placement of an order or making of an offer, or its acceptance of an offer from Krown Lab, Inc., shall indicate that Buyer has accepted all terms and conditions in this Agreement or incorporated by reference in this Agreement. Allowing Krown Lab, Inc. to commence work or preparation for work in response to Buyer's order or offer will constitute acceptance by Buyer of this Agreement and all its terms and conditions. Quotations herein, unless otherwise stated are for immediate acceptance and subject to change. Krown Lab, Inc. may change the terms of this Agreement at any time before an order is accepted by Krown Lab, Inc., and thereafter may change the terms of this Agreement subject to an equitable adjustment, if any be required. Unless stated otherwise Krown Lab, Inc.'s quotations are valid only if an offer is made by the Buyer to place an order with or through Krown Lab, Inc., and same is accepted by Krown Lab, Inc. within 30 days from the date of tender of the offer. All accepted orders are subject to the terms and conditions of this Agreement and where there is an inconsistency between these terms of conditions and any other conditions, Krown Lab, Inc.'s terms and conditions in this Agreement shall prevail. The invalidity or unenforceability of any provision(s) of the Agreement shall not affect the validity or enforceability of any other provision of the Agreement, which shall remain in full force and effect.

PAYMENT

The purchase price (and certain other terms and conditions of sale) shall be provided in the price quotation supplied by Krown Lab, Inc. or in an attachment to the quotation. The following terms and conditions additionally apply to all orders unless otherwise agreed in writing by both parties in advance: (1) All orders less than \$10,000.00 shall be paid in full at time of order. (2) Orders greater than \$10,000.00 shall be accompanied by a written purchase order and a minimum deposit of 50% at time of order with remaining 50% due prior to hardware shipment (3) Custom orders shall be accompanied by a written purchase order, and a minimum deposit of 50% is required with all orders with an additional 40% due prior to delivery. Remaining 10% will be due NET 30 upon shipment of product. (4) Buyer's act of issuing and forwarding a deposit check to Krown Lab, Inc. shall be Buyer's acceptance of Krown Lab, Inc.'s quote and the terms of this Agreement, and shall form a binding contract with Krown Lab, Inc. All such deposits are non-refundable. (5) Buyer agrees to pay balance due on orders within 30 days of invoice. Balance will be invoiced upon shipment. NO payment shall be withheld on any invoice because of partial delivery of the entire order. (6) All orders must be covered by a written order issued by the Buyer and all deposits must be received, deposited and cleared before any work will commence. (7) The Buyer agrees to pay a finance charge of 10 percent per month at the annual percentage rate of 26% on all delinquent invoices as well as expenses, attorneys' fees and court costs which Krown Lab, Inc. incurs by reason of Buyer's default. Prices are based on costs and conditions existing on date of quotation and are subject to change by Krown Lab, Inc. before final acceptance. If the Client fails to make payment to Krown Lab, Inc. as herein provided, then Krown Lab, Inc. may stop work without prejudice to any other remedy Krown Lab, Inc. may have. Notwithstanding any provision contained in this Agreement or elsewhere, Krown Lab, Inc. may file a lien or claim on its behalf in the event that any payment to Krown Lab, Inc. is not made as when required by this Agreement. Acceptance of delivery constitutes acceptance of the merchandise as delivered unless noted at time of delivery. Buyer shall not be allowed to terminate an order without Krown Lab, Inc.'s approval, and in the event Buyer is allowed to terminate an order prior to its completion, Krown Lab, Inc. shall be entitled to receive payment for the value of the work done and goods shipped

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prior to the termination, and shall be entitled to reimbursement of all consequential damages, loss of profits, incurred expenditures, and attorney's fees up to 50% of the total order value.

APPROVAL OF DRAWINGS - IF APPLICABLE

A purchase order and payment as outlined above are required to start the drawing process. A drawing will be provided to for Buyer review. Buyer is responsible for providing Krown Lab, Inc. with all relevant and accurate site conditions and field dimensions. The first revision to apply evolved field dimensions, or any other changes will be provided at no charge. All subsequent revisions will be subject to charge of \$125.00 per hour, per revision, per door opening. Drawings will be returned within 24 to 72 hours depending upon the degree of revisions required. Krown Lab, Inc. drawings are solely intended to provide information required for production of Krown Lab, Inc.'s Products, and for mounting point reference locations for said Products. All other aspects of the drawings provided, including but not limited to, dimensions, layouts, and specifications of all kinds, for head and sill details, doors and wall panels, framing or other structural members, trim or case work, are solely included to provide context for Krown Lab, Inc.'s Products, and are not be considered comprehensive or complete, nor job specific. Buyer is responsible to secure engineering and architectural approval of drawings sufficient to ensure that the final system complies with all local, state and national laws, safety requirements, mechanical and thermal loading, applicable codes, aesthetics and functionality, framing or mounting systems, structural elements, compatible glazing or other material, tolerances and expansion, breakage or failure scenarios, appropriate safety and health practices, conformance requirements, and performance requirements (collectively, the "Design Requirements"). Drawings provided by Krown Lab, Inc. are drawings for Buyer's use, engineering, and architectural approval, as may be required to ensure compliance with all Design Requirements. Krown Lab, Inc. is not responsible for Design Requirements or for any engineering or architecture, all such being the responsibility of Buyer. Krown Lab, Inc. require that drawings provided Buyer are to be reviewed and signed as approved. Approved drawings are required before Krown Lab, Inc. (or our Manufacturing Partners) begins order fulfillment related fabrication and assembly. The scheduled delivery date as noted on your quotation will begin from the day Krown Lab, Inc. has received both the purchase order and final approved drawing.

FORCE MAJEURE

Krown Lab, Inc. shall not be liable for any loss, damage, detention, or delay due to any cause beyond Krown Lab, Inc.'s control, including without limitation, acts or omissions of the Buyer or its agents, acts of God, civil or military disturbances, labor disputes, order of any applicable governmental authority, or difficulties beyond Krown Lab, Inc. reasonable control. In the event of any such force majeure event, the time for performance or any matter shall be extended during the duration of the force majeure and a reasonable time thereafter. All quotations and the time and price established by this Agreement are contingent upon there not being any strikes, accidents, fires, or non-availability of materials, and the non-occurrence of delaying factors or other causes beyond Krown Lab, Inc.'s control. The price quotation and this Agreement (including applicable schedules) constitute the sole agreement between the parties and supersede any prior understanding or written or oral agreements, discussions, or representations between parties. No waiver of any of the provisions of these Terms of Agreement shall be binding on Krown Lab, Inc. unless expressly agreed in writing by a duly authorized officer of Krown Lab, Inc. Terms in addition to or inconsistent with those stated herein which may appear on the Buyer's purchase order will not be binding on Krown Lab, Inc. Buyer shall make no demand for liquidated damages for delays or actual damages for delays (and Buyer waives same) against Krown Lab, Inc. (and our Manufacturing Partners). Moreover, Buyer waives any claims against Krown Lab, Inc. for any sum in excess of amounts actually paid by Buyer to Krown Lab, Inc. for the purchase order at issue. Krown Lab, Inc. will endeavor to see that all

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materials (and services if any rendered) part of this Agreement will be as specified above. Any variations from plan or alterations requiring additional Products or components (or services) will be performed only upon written order and billed in addition to the sum covered by this Agreement. Oral agreements or changes made with our employees are not recognized and shall not be valid. Any changes to the Agreement must be first approved in writing and signed by appropriate officers of both parties.

PRODUCT AVAILABILITY

Krown Lab, Inc. makes every effort to ensure that your product is shipped according to the estimated lead times provided at the time of purchase. The estimated lead times are in business days (Monday through Friday, excluding federal holidays). Although Krown Lab, Inc. makes every effort to ensure shipment of your order according to the lead time provided, shipping dates may change due to changes in supply. If the lead-time changes, Krown Lab, Inc. will contact you and provide a revised shipping estimate.

PRODUCT DELIVERY

Buyer must be able to provide means of receiving the delivery of items, which may require a forklift. Once an item leaves ours (or our Manufacturing Partner's) warehouse we are unable to prevent delays by the freight carrier. It is the Buyer's responsibility to coordinate acceptance or pick-up of items upon attempted delivery. Any costs or expenses incurred by Krown lab, Inc. as a result of the Buyer's failure to accept or pick-up the items will be charged to the Buyer. When receiving your items please check the condition of the item and make note of any damage before signing the bill of lading. The shipper is only responsible for damages noted on the bill of lading. Any damages not noted will not be covered by the shipper. If an item is severely damaged at the time of delivery, please refuse delivery. The item will be returned and a replacement item will be shipped to you. Krown Lab, Inc. is not responsible for any damages, shortage or loss, in transit, and Krown lab, Inc. (or our Manufacturing Partners) shall not be responsible unless damages, shortage or loss, in transit are caused solely by Krown lab, Inc. (or our Manufacturing Partners). Krown Lab, Inc. accepts no liability for in transit damages, shortage, or loss, unless both Krown Lab, Inc. and the carrier(s) are notified within one day of receipt of Products, and the Products have been signed for as "damaged", or "not examined", and have been handled by the Buyer in accordance with the carrier's conditions of use. Products supplied and delivered for installation shall be checked by the Buyer against Krown Lab, Inc. specification before installation, and Buyer shall immediately notify Krown Lab, Inc. of any items found to be incorrect or defective so that Krown lab, Inc. (or our Manufacturing Partners) may replace same before installation. Neither Krown lab, Inc. (or our Manufacturing Partners) shall be responsible for charges for any cost incurred in dismantling incorrect or defective items.

BUYER'S COMPLIANCE

This price quotation and/or sales order is made on the assumption that the Buyer has taken all necessary steps to ensure that the work which this quotation and specifications refer to is acceptable to the Local and State Building and Licensing Codes and Regulations, and meet and complies with their regulations and laws; including by not limited to those relating to safety and protection of the public, access, escape in case of fire, ventilation, lighting, and other usability or functionality requirements. Buyer agrees to comply with all applicable Local and State Building and Licensing Codes and Regulations, including but not limited to those in which the build-out is taking place. Krown lab, Inc. is not

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responsible for any violations of building, zoning or other municipal or government codes, ordinances or regulations existing in the building(s) into which its Products are to be installed and used.

INSTALLATION

All Krown lab, Inc.'s Products are to be installed by qualified building professionals [experienced, competent tradesmen] with a comprehensive understanding of relevant material properties, and full building and site conditions. Krown lab, Inc. is not responsible for decisions by aforementioned professionals, or anyone else involved in product installation, and therefore not responsible for installation or application of its Products. Krown lab, Inc. is further not responsible for the proper installation or performance of the door panel, or the specification or performance of any other surface, material, or product used in conjunction with Krown lab, Inc.'s Products as part of the Design Requirements.

Furthermore, Krown lab, Inc. is not responsible for site conditions, including but not limited to, uneven floors or levels; walls being out of square or plumb; improperly supported headers or other structural element or substrate material involved in installation; inferior manufacturing or fabrication of any building material or product used in conjunction with its Products; for variations of size, design, or shape of existing or new drywall (or any other material); or by any other site-specific condition involving the application of its Products. Buyer agrees to defend, indemnify and hold harmless Krown Lab, Inc. against all costs, damages, penalties, expenses, and fees in any way associated with the installation, maintenance, or use of its Products unless specifically related to defects in material or workmanship.

GLASS CONDITIONS – IF APPLICABLE

All tempered glass is subject to experience spontaneous breakage. Any and all specifications provided by Krown Lab, Inc. for glass is only in respect to attachment to our Products. It is the responsibility of the Buyer, or its designated representative, in consultation with an independent engineering professional of their choosing, to determine and approve glass specification(s) suitable to meet all factors relevant to their particular use or application in conjunction with all Krown Lab, Inc.'s (or our Manufacturing Partners') Products. Krown Lab, Inc. is not responsible to ensure that the fabrication of glass is done in accordance with specifications provided Buyer by Krown Lab, Inc. or any other party.

WARRANTY

This Limited Warranty ("Warranty") is extended by Krown Lab, Inc. ("Krown Lab, Inc.") to the original purchaser ("Buyer", "Customer", "You", and its other forms) of Krownlab products ("Product(s)"). This Warranty is non-transferrable, gives specific legal rights, but You may have other rights which vary from state to state.

(1) Warranty Coverage & Period: Products are warranted to be free of manufacturing defects upon delivery, and to remain free of such defects for ten (10) years ("Warranty Period") from the date of purchase. Krown Lab, Inc. will transfer to Buyer warranties supplied by our Manufacturing Partners, which typically warrants for a period of one (1) year following the date of sale to Buyer. The original purchaser includes both the purchaser as well as the initial owner of the dwelling where the Product is initially installed.

(2) Disclaimer of Implied Warranties: The terms of this Warranty provide the exclusive and sole remedy available to You, superseding any other statements or representations. Krown Lab, Inc. specifically DISCLAIMS ALL OTHER WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTIES ALLEGED TO ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. THERE

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ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. In no event shall any implied warranty imposed by operation of law exceed the shortest applicable Warranty Period under this Warranty or imposed by operation of law.

(4) **Warranty Terms & Exclusions:** Krown Lab, Inc. warrants its Products for above mentioned period, provided that the Product is used under the conditions for which it was designed, is used for its intended purpose, exclusively exposed to controlled interior climatic conditions, and in compliance with all Design Requirements. All Krown lab, Inc.'s Products are to be installed by qualified building professionals [experienced, competent tradesmen] with a comprehensive understanding of relevant material properties, and full building and site conditions. Krown lab, Inc. is not responsible for decisions by aforementioned professionals, or anyone else involved in product installation, and therefore not responsible for installation or application of its Products. Krown lab, Inc. is further not responsible for the proper installation or performance of the door panel, or the specification or performance of any other surface, material, or product used in conjunction with Krown lab, Inc.'s Products as part of the Design Requirements. Furthermore, Krown lab, Inc. is not responsible for site conditions, including but not limited to, uneven floors or levels; walls being out of square or plumb; improperly supported headers or other structural element or substrate material involved in installation; inferior manufacturing or fabrication of any building material or product used in conjunction with its Products; for variations of size, design, or shape of existing or new drywall (or any other material); or by any other site-specific condition involving the application of its Products. Damage caused during installation or shipping is disclaimed. Normal wear and tear of all Products are excluded from the warranty. The warranty will not apply if after inspection by Krown Lab, Inc. (or our Manufacturing Partners), it is determined that the claim is resulting from installation and/or maintenance not performed in conformity with the instructions and guidelines set forth by Krown Lab, Inc. (or our Manufacturing Partners). The warranty will further not apply if inspection by Krown Lab, Inc. (or our Manufacturing Partners), it is determined that its Products have been exposed to misuse or abuse; accidents; fire, flood, or other acts of nature. Furthermore, the warranty will not apply if inspection by Krown Lab, Inc. (or our Manufacturing Partners), shows evidence of installation conditions having at any point in time compromised its Products.

(5) **Warranty Claims:** If the Product does not conform to the terms of this Warranty, YOU MUST PROVIDE WRITTEN NOTICE OF YOUR CLAIM WITHIN THIRTY DAYS OF WHEN YOU DISCOVERED THE DEFECT, OR WHEN YOU SHOULD HAVE DISCOVERED THE DEFECT IN THE ORDINARY EXERCISE OF DUE CARE. You must provide Krown Lab, Inc. reasonable opportunities to inspect or examine the defective or nonconforming Product before You undertake any repair, removal, or replacement. FAILURE TO COMPLY WILL VOID YOUR WARRANTY COVERAGE.

(6) **Warranty Remedies:** Following notice of any defect and submission of a Warranty Claim, Products deemed by Krown Lab, Inc. (or our Manufacturing Partners) to be defective in material or workmanship will be replaced, repaired, or, at Krown Lab, Inc.'s (or our Manufacturing Partners') option, credited for its original purchase price provided that Buyer returns such Product in accordance with Krown Lab, Inc.'s (or our Manufacturing Partners') instructions.

(7) **Exclusion of Incidental and Consequential Damages:** No salesperson, agent, employee, or representative of Krown Lab, Inc. has any authority to enlarge or change the terms of the warranty. In no event, shall Krown Lab, Inc. be responsible for any special, direct, indirect, consequential or incidental damage or loss; including, without limitation, loss of profits or revenues, economical losses and loss of use, whether statutory or based on theories of contract or tort. There are no other agreements, understandings, representations or warranties, expressed or implied (including any

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regarding merchantability or fitness for a particular purpose) not specified herein. Notwithstanding any contrary provision in this Agreement or elsewhere, the total, cumulative liability of Krown Lab, Inc. to Buyer shall not exceed the invoice amount actually paid to Krown Lab, Inc. pursuant to this Agreement. THE FOREGOING CONSTITUTES BUYER'S SOLE REMEDY AND KROWN LAB, INC.'S SOLE OBLIGATION WITH RESPECT TO PRODUCTS FURNISHED HEREUNDER. BUYER HEREBY AGREES TO WAIVE ANY AND ALL RIGHTS OR CLAIMS AGAINST KROWN LAB, INC. AT LAW OR EQUITY.

OWNERSHIP OF INTELLECTUAL PROPERTY

Krown Lab, Inc.'s Products are and will remain the property of Krown Lab, Inc. Under no circumstance does the Buyer have the right to duplicate the Products for any purpose, nor leveraging any Krown Lab, Inc. intellectual property on other Products.

SIGNATURE AND ACCEPTANCE

By placing an order with Krown Lab, Inc. and by signing below, I acknowledge that I have read and accept these Terms and Conditions.

Company

Name

Title

Signature

Date