# TERMS OF SALE

# **Entire Agreement**

Unless otherwise indicated, the following terms and conditions of sale will apply all purchases from Grand Entry Doors, LLC ("Grand Entry Doors") both online at GrandEntryDoors.com (the "Site") and offline, and may NOT be altered, supplemented, or amended by you through the use of any other document(s). Any attempt to alter, supplement, or amend this document or to enter an order for product(s), which is subject to additional or altered terms and conditions, will be null and void, unless you are a Customer with which Grand Entry Doors has expressly agreed in writing to alternative terms and conditions ("Agreement"). If you have such an Agreement, the terms and conditions of that Agreement shall govern in the event and to the extent there is a conflict with these terms and conditions. Grand Entry Doors reserves the right to vary such terms and conditions for other sales by Grand Entry Doors, including without limitation any sales that are initiated but not completed through GrandEntryDoors.com.

# 1. Product Compliance & Suitability

Local building codes, regulations, and ordinances vary significantly by jurisdiction. It is the sole responsibility of the purchaser to ensure that the selection, purchase, installation, use, and ongoing maintenance of any product obtained from Grand Entry Doors complies with all applicable laws, codes, and regulations in the location where the product will be used.

We strongly advise consulting with a licensed contractor and your local building department or code enforcement authority prior to ordering or installing any product. Grand Entry Doors makes no representation or warranty regarding the compliance, performance, or suitability of any product for your specific application.

By completing this purchase, the purchaser expressly assumes all risks and liabilities associated with code compliance, permitting, inspection, installation, use, and any resulting consequences, including, but not limited to, property damage, personal injury, failed inspections, or violations of local laws or building codes.

# 2. Acceptance of Order

Acceptance of any order from buyer ("Buyer") is subject to approval and acceptance by Grand Entry Doors and, when applicable, Grand Entry Doors' suppliers. Grand Entry Doors reserves the right to accept or reject any order without liability to Grand Entry Doors, including without limitation, if Buyer's credit becomes unsatisfactory to Grand Entry Doors, and/or to immediately change the terms of any credit extended to Buyer.

Each door is prepped to your specifications. Buyer assumes all risks of incorrect specifications and measurements. Your order authorizes Grand Entry Doors to furnish the products described and rendered. Grand Entry Doors is only responsible for furnishing and shipping the item as specified on your order.

## 3. Prices & Shipments

Prices shall be those in effect at the time Grand Entry Doors accepts the applicable order from Buyer. Prices listed do not include shipping or applicable taxes, and are subject to correction or change without notice.

# 4. Payment

For online orders, payment is required at the time the order is placed. Visa, MasterCard, American Express, and Discover credit cards are accepted. Quoted orders may be paid via the same with the addition of electronic bank transfer or by mail via cashier's check or personal check. All non-credit card orders are subject to a 10 business-day hold. Full payment is due at the time of order unless otherwise agreed-upon.

For approved open credit accounts payment terms are Net 30. Grand Entry Doors may add a monthly service charge of the lesser of 1 1/2 % or the maximum permitted by law for all accounts not paid by the net due date. In addition,

Grand Entry Doors may defer any further shipments or other orders or cancel any portion of an unshipped order. Buyer will pay, to the extent permitted by law, all reasonable costs and expenses, including attorneys' fees, collection agency fees and court costs incurred by Grand Entry Doors in connection with any collection action for payment of amounts due.

#### 5. Payment of Taxes

Prices shown do not include sales or other taxes imposed on the sale of goods. Taxes now or hereafter imposed upon sales or shipments will be added to the purchase price. Buyer agrees to pay all taxes of every description, federal, state, and municipal, that arise as a result of this sale, excluding income taxes.

# 6. Shipping & Delivery

Large items such as doors are shipped directly to Buyer's home or job site in the 48 contiguous states and Washington, D.C. Doors are shipped ground via common carrier on a secure crate system designed to protect them during shipment. Doors and other large items will be shipped to a local delivery terminal. The delivery terminal will call when item arrives to schedule a delivery appointment. Deliveries are generally made between the hours of 8:00 AM and 5:00 PM Monday through Friday. Fed-Ex and UPS are the primary carriers for most smaller items.

Once shipped, Grand Entry Doors will provide Buyer with information including the carrier's name and contact information, and tracking numbers. When it is received in the destination terminal the freight company will contact you to schedule delivery.

Our carriers provide a <u>curbside delivery</u> with lift-gate and pallet jack service. Curbside delivery service provides delivery of your door(s) to the curb at the end of your driveway. This service does not include set up or assembly of items or removal of packaging materials.

In most cases the delivery truck will pull up to the curb outside of your job site within your appointment window. From there, you will be responsible for unloading the item(s) from the truck and any further transport beyond that point. Our door units are heavy and therefore we recommend at least 2 people be present at time of delivery. The truck driver might assist with moving it into a location such as a garage, but they are not required to do so.

A lift-gate and pallet jack are included with every delivery. However, large doors might exceed the capacity of the truck's lift-gate. In this case, it is the customer's responsibility to unload the doors from the back of the truck therefore we recommend at least 2 people be present at time of delivery. The driver will sometimes assist in removing the product from the truck, but they are not required to do so.

At the point of delivery, Grand Entry Doors will have paid all standard shipping costs. The Buyer should not be required to pay anything additional to the carrier at the time of delivery. Any and all such payments, if made by the Buyer to the carrier or its representatives for any additional services, will be at Buyer's sole discretion and expense, and Grand Entry Doors is not liable for same.

If the Buyer or Buyer's representative is not present to accept delivery a re-delivery fee will be charged. If Buyer is unable to be contacted to schedule delivery within two (2) days once the local carrier is in possession of your item(s), daily storage fees will be assessed. If the delivery address is inaccessible or invalid, Buyer agrees to pay any additional delivery charges to have the order re-routed to an accessible address or alternate address. Buyer is solely responsible for any fees or costs (including, but not limited to, storage and re-delivery) resulting from Buyer's failure to take delivery on the scheduled time and/or at the originally specified delivery address.

Upon delivery, Buyer is responsible for un-crating and/or un-boxing item(s), and thoroughly inspecting the delivery for shortages or signs of damage before releasing the carrier's driver. Buyer will be required to sign a Proof of Delivery receipt. Any damage to the item(s) or packaging should be noted on the delivery receipt. Grand Entry Doors is not liable for any damages that are not noted on the carrier's delivery receipt. If delivery is refused due to damage, note "delivery refused due to damage" on the receipt. If the driver is unable or unwilling to wait on inspection, please note on the delivery receipt "potential damage subject to inspection." If the Buyer finds any freight damage after the driver has left it is the Buyer's responsibility to file a claim with the carrier. A signature is required for all deliveries; carrier is unable to complete delivery without a signed delivery receipt.

Grand Entry Doors assumes no responsibility or liability for damage to items(s) and/or personal injury to an individual or any other issue that may arise from the delivery process.

We ship according to our published lead times. We expect our customers to order accordingly and be prepared to accept the door within the lead time quoted (plus transit time). In the event the customer is unable to accept delivery when it is shipped, the customer will be responsible for any storage fees incurred from the freight delivery provider. Generally these fees are \$30 - \$50 per day. These fees will need to be paid in full before the door is released for delivery. Storage is not an option in all cases. If the customer is still unable to accept delivery, we will refund the order less any incurred storage fees and return shipping costs.

In the event that the delivery address requires a change after the order has shipped, the customer will be responsible for any charges as a result of the change of address. Even changes in the same city might require additional fees because of the delivery circumstances, required delivery services, etc. It is the customer's responsibility to provide accurate delivery address information at the time of order.

Any change of address or delivery contact information must be received in writing prior to your order shipping. Any changes made to the address and / or phone number after the order has been shipped is subject to a reconsignment fee, which is charged to us by the carrier. Changes made after your order has shipped will also result in delivery delays.

It is the customer's responsibility to pay any re-consignment fees if any address or contact information is made after the order has shipped. These fees will be expected to be paid prior to releasing the shipment for reconsignment. Typical reconsignment fee is \$150, but may exceed this depending on the extent of the change.

#### 7. Delay in Delivery

Grand Entry Doors is not to be accountable or liable for delays in delivery or other failures in performance occasioned by acts of God, political/social unrest, acts or threats of terrorism, computer or electronic interruptions, failure of its suppliers to ship or deliver on time, or other circumstances beyond Grand Entry Doors' reasonable control. Factory shipment or delivery dates are the best estimates of Grand Entry Doors and its suppliers and are not guaranteed.

In no case shall Grand Entry Doors be liable for any special, incidental, direct, indirect, consequential, punitive, exemplary or special damages (whether sounding in contract, tort, strict liability, or otherwise), all regardless of whether Grand Entry Doors knew or should have known of the possibility of such losses, arising from any delay in shipment or delivery.

## 9. Cancellations

Buyer cancellation of door orders, including special/custom orders and/or prefinished doors, is not permitted, unless the order is cancelled prior to commencement of production. Cancellation fees may be assessed to cover any loss by Grand Entry Doors.

## 9. Returns

At Grand Entry Doors, we take pride in offering high-quality door units that are configured to your specific needs and preferences. Due to the high degree of configuration involved in our products, we do not accept returns.

We understand the importance of making the right choice for your project, and we strongly encourage our customers to thoroughly review all options and configurations with their professional contractors before placing an order. This proactive approach ensures that your door unit will perfectly align with your project's requirements, avoiding any potential issues or inconveniences.

Our commitment is to provide you with exceptional products and service, and we are here to assist you throughout the entire ordering process. If you have any questions or need guidance while configuring your door unit, please don't hesitate to contact us. We're dedicated to helping you make the best decisions for your project and ensuring your complete satisfaction.

Thank you for choosing Grand Entry Doors for your door unit needs. We look forward to serving you and exceeding your expectations.

#### 10. Disclaimer of Warranties

ANY DESCRIPTION OF THE GOODS CONTAINED ON ANY GRAND ENTRY DOORS WEB SITE DESCRIPTION, QUOTATION, PURCHASE ORDER, ORDER ACKNOWLEDGEMENT, BILL OF LADING OR SALES INVOICE IS FOR THE SOLE PURPOSE OF IDENTIFYING THEM AND DOES NOT CONSTITUTE A WARRANTY THAT THE

GOODS SHALL CONFORM TO THAT DESCRIPTION. GRAND ENTRY DOORS MAKES NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, OR OTHERWISE (INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT) WITH RESPECT TO ANY GOODS SOLD BY GRAND ENTRY DOORS TO THE BUYER, AND GRAND ENTRY DOORS HEREBY DISCLAIMS ALL SUCH WARRANTIES. For purposes of clarification, Grand Entry Doors sells the goods to Buyer with a warranty directly from the manufacturer, only to the extent available from the manufacturer.

Certain state laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply, some or all of the disclaimers, exclusions or limitations set forth above and below may not apply and other rights may be available to Buyer.

#### 11. Limitation of Liability

Buyer recognizes that Grand Entry Doors is an authorized retailer and not a manufacturer, fabricator or packager. To the maximum extent permitted by law, Buyer's remedies under this agreement are subject to any limitations contained in manufacturer's terms and conditions to Grand Entry Doors, a copy of which will be furnished upon written request. Furthermore, Grand Entry Doors' liability shall be limited to either replacement of the goods or refund of the purchase price, all at Grand Entry Doors' option, and to the maximum extent permitted by law, IN NO EVENT SHALL GRAND ENTRY DOORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR ANY INDIRECT DAMAGES, OR FOR LOST PROFITS OR DATA (WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE), ALL REGARDLESS OF WHETHER GRAND ENTRY DOORS KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH LOSSES. In addition, claims for shortages, other than loss in transit, must be made by Buyer in writing not more than three (3) days after receipt of shipment.

#### 12. Manufacturer's Warranty

#### WOOD DOOR LIMITED WARRANTY

Every door is covered under warranty for a period of one (1) year and guaranteed to be free from defect as a result of manufacturing or quality.

Should the warranted door be found to contain defects as stated above, Manufacturer, will at its option, either repair or replace any door without charge or a full refund given to the distributor to facilitate a refund to the end user.

When damages are discovered, Grand Entry should be notified immediately before any installation occurs and a reasonable acceptance of responsibility will be determined, and the end user will be accommodated accordingly. Once the door is installed, damages become responsibility of the purchaser and their installer.

Under the terms of this warranty, manufacturer is obligated to replace the defective product. No labor, installation, finishing and/or consequential damages will be covered.

- 1. All Doors must be installed providing sufficient protection from exposure to weather including excessive moisture/rain as well as excessive heat due to sun exposure. This protection required includes adequate overhang distance that is at a minimum projection from the home at one half the distance from the floor of the overhang to the ceiling of the overhang.
- 2. To ensure the durability and longevity of your door, it is essential that it be stained and sealed on all sides, including the top edge, under hardware cutouts, and any other exposed areas. Proper sealing on every surface provides comprehensive protection against moisture and environmental factors, preserving the door's quality and appearance over time. Please note that the bottom edge is pre-sealed prior to installing the door sweeps, adding an extra layer of protection. Any deterioration of the wood components of the door unit caused by neglect or failure to protect and seal all exposed surfaces and edges of the door either prior to or immediately after hanging the door are not covered by this warranty. Every door unit regardless of exposure must be annually inspected and maintained by the homeowner. Reasonable maintenance includes ensuring adequate clear topcoat that contains a UV inhibitor and is maintained throughout the life of the door.
- 3. Any deterioration of the wood components of the door unit caused by neglect or failure to protect and seal all exposed surfaces and edges of the door either prior to or immediately after hanging the door are not covered by this warranty. Every door unit regardless of exposure must be annually inspected and

- maintained by the homeowner. Reasonable maintenance includes ensuring adequate clear topcoat that contains a UV inhibitor and is maintained throughout the life of the door.
- 4. Staining or painting the door black or any other dark opaque colors will void the warranty. These colors cause harm to the wood components by absorbing excess heat/UV rays.
- The use of a storm door will cause the production of excess heat trapped between the wood door and storm door which will increase the chances of warping and cracking. Any use of storm doors would void the warranty.
- 6. Manufacturer reserves the right to require on-site inspections of maintenance and installation procedures before any claim will be processed.
- 7. Wood is a natural product therefore any variations in color, texture, grain, or the general surface appearance of wood naturally occurring will not be considered defects. Variations in wood color must be compensated for using staining methods preferably implemented by a professional.
- 8. All wood doors are constructed using floating panels. This construction method allows for expansion and contraction. Exposure to severe moisture such as rain in an unprotected environment may result in water penetration through the panels and is not considered a defect. In the event of water penetrating through the edges of the panels in this environment, it will be the consumers responsibility to caulk and or provide a remedy for the water penetration.

# Glass Limited Warranty

Manufacturer warrants that all glass shall be free from seal failure for ten (10) years from the date of shipment. This warranty does not cover glass breakage.

Products purchased and shipped to a U.S. destination and subsequently exported outside of the United States will not be covered under warranty.

Specific Notation About Knotty Alder Wood Doors:

When purchasing a knotty alder door, customers should be aware of the presences of grain variation and natural knots throughout the wood door's surface. These knots are natrual occurences and are not considered a manufacturing defect. We will not replace a knotty alder door if a customer is dissatisfied with the size, placement, number of or depths of knots. If you do not want this type of appearance we recommend purchasing a mahogany door.

- 1. Size and Placement: The variability in size and placement of knots on the door surface is a natural occurrence and adds to the unique charm of the wood. Knots may be found on any part of the door, including panels, stiles, rails, or TDL bars.
- 2. Number of Knots: Knotty alder doors feature a varying number of knots, which are a result of the wood's natural growth patterns. The number of knots can vary from door to door and even within the same door, creating a one-of-a-kind appearance.
- 3. Depth of Knots: Knots on the surface of the door may vary in depth. Some knots might be shallow, while others can be deeper. Deeper knots, if present, will be carefully filled with a black epoxy to ensure both aesthetics and structural integrity.

#### Natural Variation:

- 1. Variation Not Considered a Defect: The beauty of knotty alder lies in its distinctive grain patterns, color variations, and knots. These characteristics are not considered defects but rather celebrate the authenticity of the wood. We embrace these variations, as they make each door a unique work of art.
- 2. Color Variation: Knotty alder wood naturally exhibits a range of color tones, from light to dark, and may contain streaks or variations in hue. This adds to the rustic and warm appeal of the wood.
- 3. Knot Variation: Knots come in different sizes and shapes. They can be round, oval, irregular, or elongated. These variations contribute to the door's character.
- 4. Grain Patterns: The grain pattern of knotty alder can vary from straight to wavy, enhancing the visual appeal of the door.

Quality Assurance (Knotty Alder):

- 1. Epoxy Filling: Deeper knots are meticulously filled with a black epoxy to provide structural stability and to maintain the door's overall appearance.
- 2. Cherry Picking Prohibited: We do not allow customers to cherry-pick doors based on knot placement, number, size, or other characteristics.

Wood Door Finishing Instructions (All Species)

- 1. Prior to finishing, remove all debris, oils, and any other materials the unit may be exposed to during handling and installation. This is achieved by sanding the entire door with proper care by a professional to ensure no sanding marks.
- 2. Depending on the stain material/stain manufacturer chosen, all directions must be followed including application and sanding techniques between clear coats in order to ensure proper appearance and stain coverage.
- 3. All exposed surfaces of the door must be sealed, including the top, bottom, side edges and the hardware cutouts.
- 4. It is imperative and will void any warranty of the door unit if a product is used that is intended for interior use and does not contain a UV inhibitor.
- 5. Exterior surfaces, including the top, bottom and sides of the door must be finish coated with a good quality exterior grade paint or topcoat. At least three (3) coats of exterior grade topcoat with a UV inhibitor must be applied.
- 6. Dark opaque stains as well as dark colored paints in installations with high sun exposure will not be covered under warranty as cracking, splitting, and warping are at high risk in this application.
- 7. Most finishes on exterior doors deteriorate due to exposure to elements. To ensure exterior doors receive the protection required, inspect the condition of exterior topcoat at least once a year and recoat as often as needed to maintain the protective stability of the finish.

Customer understands that we are selling a stain-grade unfinished door that the customer is responsible for finishing or having professionally finished. We are not selling the door with the outcome you will be able to finish it as shown and achieve the same color. Therefore, we do not make color recommendations or recommendations for stain products.

For further information on a specific manufacturer's warranty, please contact us at 1-833-289-3667, or by email at sales@grandentrydoors.com.

## 13. Modification of Terms & Conditions

Except as stated in the introductory paragraph above, these terms and conditions supersede all other communications, negotiations, and prior oral or written statements regarding the subject matter of these terms and conditions. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon Grand Entry Doors unless made in writing and signed on its behalf by a duly authorized representative of Grand Entry Doors. No conditions, usage of trade, course of dealing or performance, understanding or agreement, purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound. Any proposed modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein.

#### 14. Assignment

Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Grand Entry Doors, and any such assignment, without such consent, shall be void.

# 15. Errors / Cancellations

All stenographic or clerical errors are subject to correction by Grand Entry Doors. Grand Entry Doors attempts to ensure that the content on its web site is complete and current. However, Grand Entry Doors cannot guarantee that the information contained on its web site will not contain errors, inaccuracies, or omissions. Such errors, inaccuracies, or omissions may relate to price, product description, availability, or otherwise. Grand Entry Doors reserves the right to correct any error, inaccuracy, or omission, or to change or update the content without prior notice to Buyer. Further, Grand Entry Doors reserves the right to refuse or cancel any orders (including without limitation any orders containing any error, inaccuracy, or omission) at any time and for any reason whatsoever whether or not the order has been submitted, confirmed, and/or Buyer's credit card has been charged. If Buyer's credit card has been

charged for the purchase and Buyer's order is canceled by Grand Entry Doors, Grand Entry Doors shall promptly issue a credit to Buyer's credit card. Except for issuing such credit (if applicable), Grand Entry Doors shall have no liability or obligation to Buyer with respect to any cancelled order.

# 16. Resales Prohibited

Resales of Grand Entry doors are expressly prohibited. If a resale occurs, the following provisions are applicable:

- a. Manufacturer's warranties are void.
- b. No returns are permitted.
- c. In the event of a resale, all orders will be cancelled prior to shipment.

#### 17. Applicable Law

This Agreement shall be governed by and construed according to the laws of the State of North Carolina without reference to its conflicts of law principles. Any suit or proceeding arising out of or relating to this Agreement shall be commenced exclusively in state or federal court in Mecklenburg County, North Carolina, and you irrevocably submit to the exclusive jurisdiction and venue of such courts.

#### **Contact Us**

Grand Entry Doors welcomes your questions or comments regarding these terms and conditions.

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