

# Terms and Conditions of Sale



## 1. Acceptance of Order

All Buyers' orders must either be written on Buyer's Purchase Order or Goff's Enterprises' order form and signed for by buyer. Goff's Enterprises is not bound by any terms listed on the buyer's order form which are in variance with Goff's Enterprises' Terms and Conditions of Sale. Upon placement of the order, buyer is considered to have accepted Goff's Enterprises Terms and Conditions of Sale. No order, quotation or acknowledgements and no provisions of Goff's Enterprises' Terms and Conditions of Sale shall be subject to change in any respect, except as may be expressly agreed to in writing by an authorized representative of Goff's Enterprises. Failure of Goff's Enterprises to object to provisions contained in any Purchase Order or other communication from a buyer, (including without limitations penalty clauses or labor charges) shall not be construed as a waiver of these Terms and Conditions of Sale, or an acceptance of any such provisions. The Terms and Conditions herein constitute the entire agreement between Goff's Enterprises and buyer. No other representations or warranties shall be binding against Goff's Enterprises. In no event shall Goff's Enterprises be responsible or liable for any special indirect or consequential damages arising out of this agreement with buyer.

## 2. Prices

Prices will include where applicable, state taxes. Prices and specifications are subject to change without notice. Written quotations expire 30 days from the date of the quotation, unless otherwise specified. In the event that the buyer wants to postpone the delivery date of a previously accepted order, Goff's Enterprises, on its sole discretion, reserves the right to approve such postponement. If Goff's Enterprises agrees in writing to a postponed delivery date then the price that will apply to this order shall be the price in effect on the postponed shipping date.

## 3. Terms of Payment

Terms of payment are as specified on Goff's Enterprises invoice, regardless of terms indicated in the buyer's order form or other documents. Any outstanding balances on the due dates shall be subject to a service charge of 1 ½ % per month (18% per annum) or the maximum amount allowed by applicable law. Accounts with outstanding balances may be placed on credit hold until the account is brought to date. Accounts past due 60 days may be placed for collection and all charges incurred in the collection process, including attorney's fees will be invoiced to the buyer. Furthermore, the account will be reclassified to 100% prepayment status, work in process will be placed on hold and the warranty will no longer be honored. Payment on time and in accordance with the terms stated herein is of the essence, and whenever buyer is in default, or in the event of substantial changes in the financial situation of buyer's company, including but not limited to bankruptcy, change of ownership, and change in credit rating, Goff's Enterprises reserves the right to cancel the Purchase Order without any liability for damages to the buyer, or defer or discontinue shipments until all past due payments are made and assurances furnished to Goff's Enterprises satisfaction of the buyer's ability to pay for such shipments. If an order involves partial shipments, failure to pay for a partial shipment entitles Goff's Enterprises to hold subsequent deliveries until payment of past due shipments is made.

## 4. Delivery

All shipments are F.O.B. seller's facility, unless otherwise specified by Goff's Enterprises. Goff's Enterprises shall specify point of shipment on its quote or order acknowledgement, and Goff's Enterprises shall select routing and method of transportation if not specified on customer's purchase order. Claims for lost or damaged shipments shall be reported immediately to the carrier, and annotations reflecting such loss or damage shall be placed on all delivery receipts signed by the buyer. The buyer is further required to inspect the merchandise upon delivery and in the event defects or damages should be noticed after delivery, the carrier should be immediately contacted by telephone and, if carrier fails to send an inspector within 5 days, a request should be made in writing to the carrier, confirming the telephone request for an inspection. Should the Buyer, in the first instance, fail to file a claim with the carrier properly substantiated in accordance with its rules and within allowable time-limit, any potential claim for defect(s) against Goff's Enterprises shall be waived.

## 5. Shipping Delays

Unless otherwise specified by Goff's Enterprises, shipping dates provided by Goff's Enterprises at the request of buyer are approximate. Deviation from estimated shipping schedules shall not entitle buyer to penalties or damages, nor shall it be an acceptable ground for cancellation of the order. Goff's Enterprises shall not be responsible for any losses or damages to buyer (or any third party) occasioned by the non-performance of any of Goff's Enterprises obligations under the contract when due to any cause beyond Goff's Enterprises reasonable control, including without limitations an act of God, act or omission of the buyer, embargo or other governmental act or authority regulations or request, fire, theft, accidents, strikes, slow-down, war, riot, delays in transportation, inability to obtain necessary labor, material or manufacturing facilities.

## 6. Warranty

Goff's warrants all curtain and screen products from failure in normal use due to defects in material or workmanship for a period of five years from invoice date. A lifetime warranty is offered on curtain track and roller hardware. Goff's door products have a 3 year limited warranty on materials and workmanship. Warranty excludes electric motors, electrical components and spring assist mechanisms; warranty on these items is 1 year. Goff's reserves the right to repair or replace items at its discretion for all warranties stated herein. Goff's only obligation shall be to repair or replace defective equipment which does not conform to warranty. This limited warranty does not cover non-defect damage, damage caused by improper installation, operation or care (including, but not limited to abuse, misuse, failure to provide reasonable and necessary maintenance, any alterations to the product) or labor charges. Goff's shall not be liable for any injury, loss or damage, direct or consequential, arising out of the inability to use the equipment. Before buying, buyer and/or the ultimate user shall determine the suitability of the product for its intended use and assumes all risks and liability in connection therewith. The foregoing may not be changed except by a prearranged agreement signed by an authorized factory representative of Goff's. The articles that are replaced pursuant to the terms of this warranty shall be retained by Goff's Enterprises, and the user is responsible for any freight costs relating to repair or replacement.

**The foregoing warranty is exclusive and in lieu of all other warranties of quality, whether written, oral or implied (including any other warranty of merchantability or fitness for purpose).**

The following are exclusions from warranty:

- If usage, product modification, adaptation or installation are not in accordance with our installation and operating instructions.
- If the product has been opened, dismantled or returned with clear evidence of abuse or other damage.
- If our written specifications are not properly applied by the buyer when selecting the equipment.
- If our written instructions for installation and wiring of the electrical connections have not been followed.
- If our equipment has been used to perform functions other than the functions it was designed to handle.
- If Goff's Enterprises equipment is used with electrical accessories (switches, relays, etc.) that have not been previously approved in writing by the Goff's Enterprises Engineering Department.
- If electrical accessories and other components have been used in disregard of the basic wiring diagram for which they were designed.

All costs related to installation and reinstallations of the Goff's Enterprises equipment covered by warranty are not the responsibility of Goff's Enterprises.

Goff's Enterprises will not be responsible for any consequential damages caused during installation procedures. If the buyer resells any Goff's Enterprises product to another buyer or end-user, it shall include all of the terms and provisions of this warranty in such resale. Goff's Enterprises responsibility to any such third party shall be no greater than Goff's Enterprises responsibility under the warranty to the original buyer.

## 7. Returns

No returns will be accepted without prior written authorization by Goff's Enterprises. All returns must be accompanied by a Return Authorization Number issued by Goff's Enterprises, and all unauthorized returns will be refused. The return shipment is to be freight prepaid by the Buyer, and under no circumstances shall the buyer deduct the value of the returned merchandise from any remittance due. A restocking fee of 15% of Goff's Enterprises sale price will be charged.

## **8. Title**

Risk of loss on all products shall pass to the buyer at the F.O.B. point of shipment. However, Goff's Enterprises shall retain a security interest in the products until fully paid and the buyer agrees to perform all acts which may be necessary to perfect and assure the security interest in such equipment by Goff's Enterprises. In the event that Goff's Enterprises wishes to file a security interest in the products, pursuant to the Uniform Commercial Code, the buyer authorizes Goff's Enterprises to file such financing statement without the buyer's signature.

## **9. Default**

In the event of buyer's default in payment for the products purchased hereunder upon the terms and conditions agreed upon with Goff's Enterprises, buyer shall be responsible for all reasonable costs, expenses and attorney's fees incurred by Goff's Enterprises in collecting any sums owed by buyer, and Goff's Enterprises shall not be obligated to make any further deliveries to buyer.

## **10. Applicable Law**

Goff Enterprises' Terms and Conditions of Sale stated herein shall be governed by and construed in accordance with the laws of the State of Wisconsin. Buyer submits to the exclusive jurisdiction of the Courts of Wisconsin with respect to any dispute regarding the terms and conditions stated herein. Buyer further agrees to venue in Waukesha County.

## **11. Substitutes**

Goff's Enterprises may furnish substitutes for materials not obtainable because of priorities or regulations established by governmental authorities or because of non-availability of materials from suppliers, provided such substitutes will not affect the technical soundness of the product or its performance.

## **12. Errors**

Typographical or clerical errors in quotations, orders or acknowledgements are subject to corrections.

## **13. Dimensions**

The dimensions and measurements in our printed documents are approximate at the date of publication and may be superseded thereafter. Buyer should consult Goff's Enterprises before utilizing such information.

## **14. Waiver**

The failure of Goff's Enterprises to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this agreement shall not prevent a subsequent act which would have originally constituted a violation from having all the force and effect of an original violation. The receipt by Goff's Enterprises of any payment with knowledge of the breach of any covenant of this agreement shall not be deemed a waiver of such breach and no provision of this agreement shall be deemed to have been waived by Goff's Enterprises unless such waiver is in writing signed by Goff's Enterprises.

Goff's Enterprises' Terms and Conditions of Sale apply to all prices. Prices and design modifications are subject to change without notice. The prices listed on price sheets or furnished in Goff's Enterprises quotations are for Goff's Enterprises components and do not include the cost of installation.

## **15. Severability**

Invalidity or unenforceability of one or more provisions stated herein shall not affect the validity and enforceability of any other provision of Goff Enterprises' Terms and Conditions of Sale.

## **16. Additional Terms**

It is crucial to verify all measurements furnished to Goff's Enterprises, Inc. from which your custom product is manufactured. Please be aware that once your custom order is placed via purchase order or signed order form, the order cannot be cancelled.

Additional Terms for Curtains: Goff's Enterprises, Inc. produces all curtains approximately 3 inches less than the height ordered to compensate for track, rollers, and one inch gap at floor. Finished curtains are also manufactured approximately 5% wider than ordered to compensate for "Drape" of curtain. Tolerance is +/- 1" for curtains. Goff's products are never intended to act as or replace permanent type walls. THEY SHOULD NEVER BE LEFT IN USE DURING PERIODS OF HIGH WIND! User discretion must be used when determining when to use curtain products.

Additional Terms for Doors: Please be aware that "Under Header" mount doors reduce the opening's overall width by 8" and its height by approximately 9". Under header doors are designed for nominal 8" deep jambs; shallower jambs require custom mounting. "Face" mount doors require a minimum 4" flat mounting surface on each side (Left & Right) of door's opening and a minimum 9" high flat mounting surface above door's header. Goff doors all have a flexible pocket that hangs below the doorframe's header by 3"-6" when door is in the "Up" position. Contact customer service for more info. "In-Tube" Motorized doors are certified for a maximum 40% duty cycle. External motor doors are on the RIGHT SIDE unless ordered otherwise. Please Note: Goff's motorized door products require professional electrical installation. All Goff "Non-DRAWTITE" model doors are not rated for wind load. Speak to a Goff's Product Specialist for more details.