

Delivery Address, Contact Information, and Terms & Conditions of Sale

Hamastand Daara Inc

CO40 C D 040

Vieken, Ohio 42464

Phone: 419-684-9582	0310 0	N. 243		X: 419-684-9712	
Please circle any that apply: Architect	Home-Owner/Builder	General Contractor	Inte	erior Designer	Retailer
Name of Purchaser:			Email:		
Phone:			Fax:		
Billing Address:		Delivery Address:			
Name & daytime phone of contact person to	for delivery:				
	Door Specific	ations and Terms			
I agree to furnish manpower at the point	of delivery to unload the me	erchandise from the del	livery truck.		
All doors to be unfinished, 1-3/8" thick x					
All interior single swing doors to have a specified otherwise.	lockset prep of 2-1/8" diame	ter with a 2-3/8" backs	et, 3 standard	brass colored hinges a	nd door stop, unless

- All door jambs will be shipped knocked down to avoid damage during transit.
- Double doors with ball-catches, door slabs or bi-fold doors are not pre-drilled for locksets, unless specified.
- 2 brass-colored ball catches are installed in all double doors, unless specified otherwise. ▶
- Door drawings on the website or order form may not be exactly to scale. Narrow doors and bi-folds will only be 1 panel wide. We reserve the right to re-proportion non-standard doors. You must specifically request shop drawings if you want to ensure the door proportions are what you expect. Doors 1'-6" or less may have narrow side stiles unless noted otherwise.
- A minimum of a 50% down payment of the total purchase price is required for all custom door orders at time of order. The balance is due at time of shipping. Failure to remit payment in full accordance with these terms and conditions before shipping may result in your order being delayed or stopped and thereafter we may assess you with extra shipping or storage charges.
- We make a commercially good faith attempt to fulfill all orders within the specified time frames, however occasionally equipment problems or wood procurement problems may unexpectedly delay your order. If your order is an expedited order and we do not deliver the merchandise within the agreed upon time period, we will waive the expedited charge. Without our prior written consent, you may not cancel orders because of time overruns.
- If a dispute arises and a resolution cannot be agreed upon by both the purchaser and Homestead, the merchandise in question shall be immediately returned to Homestead (Homestead shall provide return instructions upon request). The merchandise must be returned to Homestead in the same condition as it was received by purchaser. Homestead will not consider any refunds, charge backs or replacements under the terms and conditions of the limited warranty until such time that the merchandise is returned to Homestead. The parties also agree and acknowledge that only merchandise found (by Homestead) to be in non-compliance with the terms and conditions of the limited warranty is eligible for refund or replacement. If returned merchandise is found (by Homestead) to be in compliance with terms and conditions of the limited warranty, the purchaser shall be responsible for all shipping charges.
- I acknowledge and agree that I have thoroughly read and understand and agree to the above terms and conditions and also to the terms and conditions which are contained within the documents entitled: (i) Limited Warranty for Wood Doors; and (ii) Handling, Job Finishing and Installation Instructions both of which I have been given access to and both documents' terms and conditions are incorporated here to reference.
- I hereby release, forgive and hold Homestead harmless from and against all injuries, claims or damages which result because of the installation, finishing or handling of the merchandise in a manner which is inconsistent with the terms and conditions of this document, the "Limited Warranty for Wood Doors", or the "Handling, Job Finishing and Installation Instructions". I agree to the above terms and conditions as indicated by my signature below.

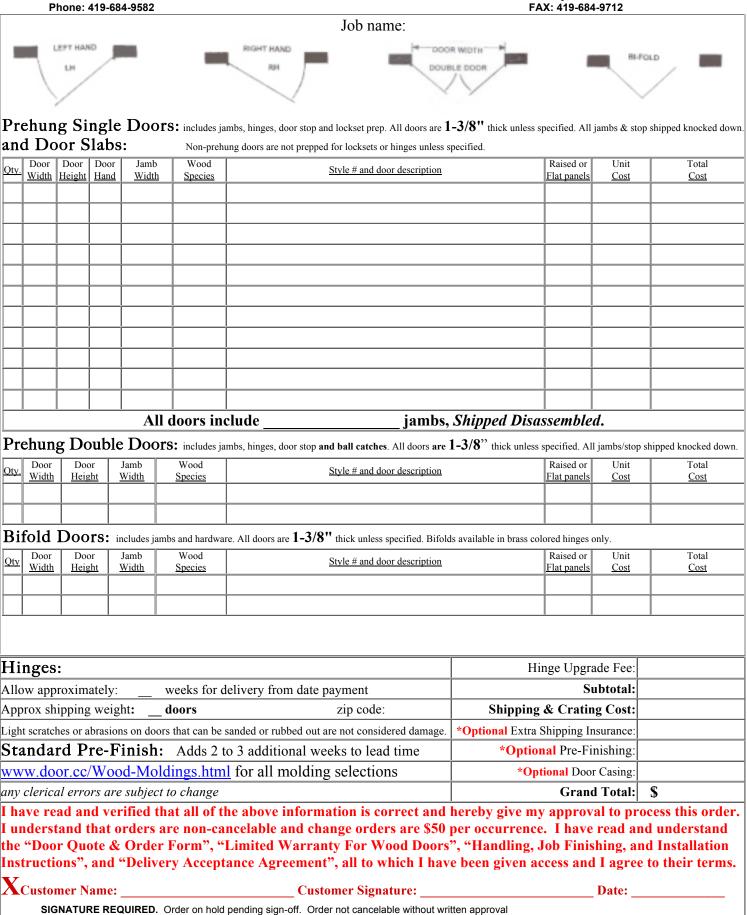
X Signature of Purchaser:	Date:
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Homestead Doors, Inc. 691

6910 C.R. 249

Vickery, Ohio 43464 FAX: 419-684-9712





Authorization for Credit Card Payment

Homestead Doors Inc, 6910 C.R. 249, Vickery, Ohio 43464 Phone: 419-684-9582 Fax: 419-684-9712

I authorize Homestead Doors Inc. to initiate credit card charges to the below credit card to total the below amount in the installments:

50% of Grand Total at time of order, balance at time of shipping.

• GRAND TOTAL: Write in Grand Total from Quote(s)

•LAST 4 DIGITS O	OF CREDIT CARD NO	(Write full number at bottom of page
•BILLING STREE	T ADDRESS:	
•ZIP CODE:	CITY:	STATE
•NAME OF PERSO AUTHORIZING W	ITHDRAWAL (print):	ME ON CREDIT CARD UNLESS BUSINESS NAME
•SIGNATURE:	MUST MATCH NAM	E ON CREDIT CARD UNLESS BUSINESS NAME
	mesi maren ivan	E UN CKEDIT CAKD UNLESS BUSINESS NAME
•DATE:		E ON CREDIT CARD UNLESS BUSINESS NAME
FOR YOUR PROD DO NO	TECTION YOU MUST <u>F</u>	<u>ix</u> over this completed form. IT CARD NUMBER!
FOR YOUR PROD DO NO' Plead Info below this line wil	TECTION YOU MUST FA TEMAIL CRED se call in your card number I destroyed for your protection.	<u>ix</u> over this completed form. IT CARD NUMBER!
FOR YOUR PROD DO NO' Please Info below this line wil	TECTION YOU MUST FATEMAIL CRED se call in your card number latestroyed for your protection.	<u>AX</u> OVER THIS COMPLETED FORM. IT CARD NUMBER! or if you do not have a fax.



Homestead Doors, Inc. Phone: 419-684-9582

6910 C.R. 249

Vickery, Ohio 43464 FAX: 419-684-9712

For purposes of this Delivery Acceptance Agreement (the "Agreement") the terms "you", "your", and "purchaser" mean the undersigned purchaser of the merchandise. The terms "we", "us", and "Homestead" mean Homestead Doors, Inc.

The carrier who delivers the merchandise to your specified delivery site is responsible for any and all losses and/or damages which the merchandise sustains during the delivery process. Acceptance of this shipment by you or your representatives is an acknowledgment that the merchandise delivered by them is complete and in satisfactory condition in conformity with your expectations. Unless we have notified you of backorders, assume all merchandise has been shipped. You must supply appropriate manpower at the point of delivery to unload the merchandise from the truck.

The delivery driver must sign off for any loss or damage to the merchandise before he leaves the premises!!

If you declined the shipping insurance, you are solely responsible for collecting damages directly from the carrier. If you have purchased appropriate shipping insurance, Homestead Doors Inc will replace the damaged or missing merchandise so long as you have strictly adhered to all instructions on this sheet and you complete the necessary claims paperwork and forward it to us in a timely manner so that we can submit your claim to the carrier. Once your claim is submitted and accepted we will replace the damaged or missing merchandise. Since we will not be present at the delivery site and will not assist you with the unloading process, the burden of proof is on you to clearly establish that the merchandise became damaged or lost while in transit. All necessary paperwork must be completed before the delivery driver leaves your premises!

Visible Damage:

- 1. Have the delivery person note on the freight bill the nature and extent of the damage. You must have a damage or shortage notation on the delivery receipt at the time of delivery to support an insurance claim.
- 2. Notify the transportation carrier's office and have them send a representative to the delivery site immediately for inspection.
- 3. Do not destroy the box, crate or packaging material; this may need to be inspected.
- 4. Take digital pictures of the visible damage to the merchandise (if possible).

Concealed Damage:

- 1. If the damage or shortage is not noticed until after the carrier's representative has left the delivery site, then it will be difficult for you to collect damages from the carrier because it will be impossible to unequivocally prove that the damage was the fault of the carrier.
- 2. If you have purchased shipping insurance, then you need to prove to us that the goods became damaged or missing during transit and before your acceptance of the merchandise.
- 3. Light scratches or abrasions on merchandise that can be easily repaired through necessary light sanding, rubbing, or other restoration technique are <u>not</u> considered damage and will not be eligible for a filing a claim.





our crate that contains your merchandise should look like one of the above images upon delivery. If it does not, make sure you take digital	pictures of
what your crate does look like before unloading it and your merchandise from the truck.	

If you have any further questions regarding the Delivery Acceptance Agreement, please contact Homestead Doors Inc 419-684-9582.

I, (print name)	, have read and agreed to the above stated Delivery Acceptance Agreement, its
terms, and its conditions, and my signature below indicates my complia	nce.
X Signature of Purchaser:	Date:

LIMITED WARRANTY FOR WOOD DOORS HOMESTEAD DOORS, INC.

LIMITED WARRANTY COVERAGE

Homestead Doors Inc ("Homestead") provides a limited warranty on all doors sold (except for those doors expressly excluded from this warranty) for one year from the date of shipment. Homestead warrants that all doors sold will be of good material and workmanship and to be free of material defects that would render said doors unserviceable or unfit for their ordinary, recommended use.

This warranty extends only to the initial retail purchaser of said doors and may not be enforced by any person to whom the said doors are transferred. This limited warranty is nontransferable and non-assignable.

The parties specifically agree that this transaction and any claim or dispute arising there from shall be interpreted pursuant to Ohio law. The parties further agree and submit to the personal jurisdiction of the Sandusky County, Ohio Courts as the exclusive venue over any claim or dispute arising out of this transaction.

If a dispute arises and a resolution cannot be agreed upon by both the purchaser and Homestead, the merchandise in question shall be immediately returned to Homestead (Homestead shall provide return instructions upon request). The merchandise must be returned to Homestead in the same condition as the purchaser received it. Homestead will not consider any refunds, charge-backs or replacements under the terms and conditions of this limited warranty until such time that the merchandise is returned to Homestead. The parties also agree and acknowledge that only merchandise found (by Homestead) to be in non-compliance with this limited warranty is eligible for refund or replacement. If returned merchandise is found (by Homestead) to be in compliance with the terms and conditions of this limited warranty, the purchaser shall be responsible for all shipping charges.

ANY IMPLIED WARRANTIES WHICH THE PURCHASER MAY HAVE ARE LIMITED IN DURATION TO ONE YEAR FROM DATE OF SHIPMENT

If a door is found (by Homestead) to be non-compliant with the terms and conditions of this limited warranty, Homestead shall, at its option, either: (1) repair the door without charge, or (2) replace the door without charge in whatever stage of fitting and/or finishing it was originally supplied by Homestead, or (3) refund the price received by Homestead for the door. Written notice of any claim under this warranty must be given to Homestead promptly (within 72 hours) when discovered by the purchaser. All claims must be made within the one-year warranty period. In the case of a defect reasonably discoverable by inspection of each door upon receipt of shipment from Homestead, written notice must be given within 48 hours thereafter and before the door is hung or treated in any manner. Homestead shall not be liable for doors repaired or replaced without its prior written consent. Action on any warranty claim for warping or telegraphing may be deferred, at the option of Homestead, for a period not to exceed 12 months from date of claim.

If a door has been installed prior to a warranty claim being made, the door must remain hung in the original installation location during the period of deferment, to permit conditioning to humidity and temperature. Any door repairs or replacements are to be made by Homestead, and the purchaser shall, at their expense, return all products directly to Homestead for credit, repair or replacement. Exterior doors are expressly excluded from the terms and conditions of this limited warranty and are being sold in their as is.

ALLOWABLE TOLERANCES

Warp of a door shall not be considered a defect that is covered under this limited warranty unless the warp exceeds 5/16" in the plane of the door itself. Warp is defined as any distortion in the door itself, and does not refer to the relation of the door to the frame or jamb in which it is hung. The term warp shall include bow, cup and twist. In measuring the amount of warp present in a door, the following method shall be used: Bow, cup and twist shall be measured by placing a straightedge, taut wire or string on the suspected concave face of the door at any angle (i.e., horizontally, vertically, diagonally), with the door in the installed position. The measurement of bow, cup and twist shall be made at the point of maximum distance between the bottom of the straightedge, taut wire or string and the face of the door. As a result of the natural variation in wood grain, color, and absorption of finish, the final appearance or color tone of prefinished doors is not guaranteed. Staining is recommended on solid panel doors to help blend the light sapwood and darker heartwood. The terms and conditions of this limited warranty do not apply to exterior doors. Doors built with rustic or knotty wood are not guaranteed to have 100% sound tight knots or natural defects. Homestead will use commercially best efforts to cull out the severe knots and defects on these doors, but some gaps may occur and some knots may work loose.

MATTERS EXPRESSLY EXCLUDED FROM THIS LIMITED WARRANTY

- 1. Unsatisfactory service or appearance caused by the purchaser's failure to follow the "Handling, Job Finishing and Installation Instructions" as set forth herein are conditions that are not covered by this limited warranty.
- 2. The appearance of field-finished or pre-finished doors is not guaranteed in any event by this limited warranty.
- 3. Natural characteristics, including small knots and blemishes and variations in the color, including sap and mineral streak or texture of the wood, may be unavoidable, and as such are not to be considered as defects covered by this limited warranty.
- 4. This limited warranty against warp does not apply to 1-3/8" thick doors that are of a height greater than 7'0". Any doors wider than 36" or solid panel doors with panels wider than 17" are expressly excluded from the terms and conditions of this limited warranty.
- 5. This limited warranty does not cover exterior doors or doors that have been altered after shipping.
- 6. Doors built with rustic or knotty wood are not guaranteed to have 100% sound tight knots or natural defects. They may contain some gaps and some knots may work loose over time.

HANDLING, JOB FINISHING, AND INSTALLATION INSTRUCTIONS

HOMESTEAD DOORS, INC.

Warning!

If you are experiencing hot and humid, or cold and damp weather conditions, or you have high moisture conditions in your house due to fresh drywall, concrete, or paint, pay special attention to these instructions.

1. All Doors must be stored flat in a heated or dehumidified room immediately upon receipt or the limited warranty coverage will be void.

All ends, edges and sides of all doors must be sealed as soon as possible with paint, polyurethane, varnish or lacquer. Relative humidity in the storage room must be kept at 40% to 60% using a dehumidifier, heater or air conditioner. Failure to take all of these precautions may result in swelling of the wood components of the doors, which will put extreme pressure on the door that may cause structural failure.

2. All doors must be installed in conditioned living areas or the limited warranty coverage will be void.

Conditioned living areas mean the heating, air conditioning, humidifying, and dehumidifying systems must be in full functioning order so that the relative humidity in the area can be controlled during extremely humid or extremely dry external weather conditions. A relative humidity ranging from 40% to 60% is optimum to avoid swelling or shrinking of the wood panels, stiles and rails of the doors. All doors must be finished with paint or varnish on all 6 sides (including ends) as soon as possible after delivery. The finish will retard the transfer of atmospheric moisture content into and out of the wood, which will protect the doors during periods of extreme humidity or dryness. Wood is a natural material that expands and contracts with the surrounding climate. This natural expansion and contraction of wood cannot be entirely halted, but taking these proper precautionary steps will protect the doors and will minimize the swelling and/or shrinkage of the wood.

- 3. The utility or structural strength of the door must not be impaired in the fitting of the door, the application of hardware, or cutting and altering the door for lights, louvers, panels or any other special details.
- 4. Use three hinges per door on doors 7'0" in height or less. Use four hinges per door on doors greater than 7'0" in height. Hinges should be set flush with the edge surface of the door. Be sure that hinges are set in a straight line to prevent distortion. Allow approximately 3/16" clearance for the swelling of door or frame during future humid weather periods.
- 5. Before applying a finish, all door surfaces must be thoroughly cleaned and dried. Doors will not be in a ready condition for a finish application upon delivery. Before finishing, remove all handling marks, raised grain or cross grain scratches, burnishing or machining marks, and all other undesirable blemishes by sanding all surfaces in a horizontal position in the direction of the grain.
- 6. Some species of wood contain a chemical (oak particularly) which reacts unfavorably with certain finishes. It is recommended that, when possible, the surface of the door be tested for such an unfavorable reaction. Application of a sealer before finishing will typically prevent this unfavorable reaction.
- 7. Apply at least two coats of a good grade oil-based mixed paint, varnish or lacquer, and follow the manufacturer's recommended instructions carefully. Do not use a water-thinned paint unless an oil-based prime coat is first applied.
- 8. To prevent an imbalance, the same consistency of finish must be applied on both sides of the door. All exterior doors must have an exterior-grade finish applied to both sides of the doors. All exterior doors are expressly excluded from the terms and conditions of the limited warranty.

IF THE ABOVE INSTRUCTIONS ARE NOT STRICTLY ADHERED TO, THE LIMITED WARRANTY COVERAGE WILL BE VOID.

There are no express or implied warranties that extend beyond the express terms and conditions of the document entitled "LIMITED WARRANTY FOR WOOD DOORS". Homestead will not be responsible for any defects, damages, injuries or imperfections associated with the doors as a result of your failure to strictly adhere to all of the terms and conditions of these instructions.