

Conditions of Sale

CREDIT POLICY

- All sales are COD unless an open account has been previously established.
- Cash discounts will be disallowed if postmarked 10 days after date of invoice and if any invoices are over 30 days past invoice date.
- Safe-Way accepts MasterCard and Visa. Orders placed on credit cards will be charged immediately. Safe-Way's standard payment terms do not apply to credit card orders. Safe-Way reserves the right to surcharge payments made by credit cards
- A 1½% per month (18% per year) finance charge will be applied on balances 45 days past invoice date.
- Unless specified, remittances will be applied to the oldest invoice(s).
- Safe-Way reserves the right to withhold/discontinue shipments to accounts exceeding the approved line of credit or with unpaid invoices greater than 60 days past invoice date.
- Open credit may be discontinued for any of, but not limited to, the following: **1.** NSF check; **2.** change in ownership; **3.** abuse of discount dates; **4.** inactive account; **5.** payment history.
- A \$50 processing fee will be added for returned checks for non-sufficient funds (NSF).
- Safe-Way reserves the right to require full or partial payment in advance or upon delivery.
- Payment must be made in United States funds. Safe-Way does not accept liability for variations in currency exchange rates.

PRICING

- All prices are F.O.B. shipping point.
- Prices are subject to change without notice. Orders are accepted on the basis of price in effect at the time of shipment.
- Special quoted prices are good for 30 days from date of quote unless otherwise noted.
- Prices do not include sales, use, excise or similar taxes. Customer is responsible for any and all federal, state and local taxes and excises imposed on the sale and delivery of goods.

DELIVERY POLICY

- Safe-Way reserves the right to determine the method and route of shipment. Unless otherwise agreed upon in writing, all shipping and handling charges are the responsibility of the customer.
- Safe-Way assumes responsibility for product shortages or damages shipped on our trucks. Product damages or shortages shipped on other carriers, or product picked up at a Safe-Way facility, are the responsibility of the customer.

SHORTAGES

- Upon delivery, it is the responsibility of the customer to inspect the products for shortages and defects. Merchandise received that has shortages or damage should be noted on the freight bill, bill of lading, or contract. Damages or shortages must be reported within 5 days after receipt of material.
- No credit will be given for material damage due to improper handling, storage, or installation. This includes returned material improperly packaged for return shipment. Returned materials must be packaged for return the same way it was packaged for original shipment.
- Under no circumstances will Safe-Way assume liability or responsibility for any labor charges.

RETURNS, CHANGES AND CANCELLATION

- Return and/or disposition of materials is subject to Safe-Way approval and must be documented on Return Material Report and may be subject to a restock charge and other restrictions as noted on the RMR. Safe-Way will replace or issue credit for merchandise found to be defective due to manufacturing or quality defects (minor scratches on pre-painted steel doors are not considered defects). Credits will be issued by Safe-Way after inspection and approval by an authorized Safe-Way representative.
- Returned standard doors are subject to a 20% restocking charge. The return of non-standard doors will be at the discretion and approval of Safe-Way.

- There is no re-stock charge for orders cancelled or changed up to 24 hours after initial order placement or up to production of the product whichever comes first. (See Lead Time Guidelines for more specifics). Orders changed or cancelled after this point will be subject to a minimum 20% re-stock for standard doors and non-standard doors may be up to 100%.

CONCEALED DAMAGES

- Concealed damages on products must be reported within 30 days of delivery. A reduction in allowed credit will be enforced at the discretion of Safe-Way for damage claims older than 30 days.

ORDERS

- Please provide all information as per the Safe-Way order form (included in price pages). Orders are preferred faxed or emailed in a legible format. Safe-Way will not accept responsibility for the accuracy of verbal or telephone orders. Please review acknowledgements for every order. The customer will assume total responsibility for the accuracy of every order.
- Safe-Way reserves the right to request partial or full deposits for custom or specialty products.

WILL CALL ORDERS

- Orders not picked up from any Safe-Way facility within 30 days after notification of completion will incur a 5% per week warehousing fee per purchase order.

SAFE-WAY LOGO

- The Safe-Way logo is a registered trademark held by Safe-Way Door. Alteration of the logo or usage of the logo by other than Authorized Dealers for traditional purposes requires prior written permission of Safe-Way.

DEALER RESPONSIBILITY

- Dealers are responsible for affixing any provided warning labels and tags to the door and following the details of the installation instructions. Additionally, dealers are responsible for ensuring that a copy of the installation instructions are provided with the installed door.
- Dealers are responsible for adhering to any applicable building codes and or licensing requirements.

Product Warranties

Models 30, 31, 32, 33, 300, 301, 302, 303, 310, 311, 312, 313 and Timber, Timber Premium: NO WARRANTY. These products are meant to be used as a substrate or base to build on. So the complete face must be covered by a moisture resistant product. Such as Marine Plywood or similar board. After which the door must be properly sealed as described the finishing section of Sophisticate Supplemental Data and Warranty sheets.

Ridge, Plateau:

One (1) Year Limited Warranty – Wood Doors

Safe-Way Ridge, Plateau wood doors. Safe-Way warrants to the original purchaser for a period of one (1) year from the date of purchase, the door sections of the above listed model doors to be free of defect in material and workmanship, under the same terms and conditions as described on the Warranty exclusions sheet, when installed by qualified personnel in accordance with instructions from Safe-Way.

All door sections must be properly installed as follows: the purchaser must seal each door section with a good quality exterior use primer and finish or a high quality stain as per the installation instructions (Ridge and Plateau) before installation. The entire surface (inside and outside) and all edges must be sealed and painted. This warranty shall not extend to or cover any claim for defects if the door section is not sealed and painted as described above.

In addition, warranty on wood door sections is void if the sections are installed in high humidity locations such as car washes, truck and bus garages, and garages with washer and dryer installations not properly vented to outside. Also, installation must not be made prior to plastering or pouring a concrete floor. Wood doors painted black, dark brown, or other dark colors may bow or warp. Such painted door sections are not covered by this warranty.

Models 46, 47, 48, 49, 56, 57, 58, 59, 60, 61 15-Year Limited Warranty

Safe-Way warrants the sections of models 46, 47, 48, 49, 56, 57, 58, 59, 60, 61 against rust through due to the paint finish cracking, checking, or peeling (losing adhesion) for 15 years from the date of purchase by the original purchaser. If during the term of the warranty, the sections are determined to be defective, as verified upon inspection by person authorized by Safe-Way, Safe-Way will repair or replace any defective section under the same terms and conditions as described on the reverse page when installed by qualified personnel in accordance with instructions from Safe-Way.

Models 40, 41, 42, 43, 50, 51, 52, 53, 54, 55, 64, 65, 66, 67, 68, 69, 84, 85, 86, 87, 88, 89 Limited Lifetime Warranty

Safe-Way warrants the sections of Models 40, 41, 42, 43, 50, 51, 52, 53, 54, 55, 64, 65, 66, 67, 68, 69, 84, 85, 86, 87, 88, 89 against rust through due to the paint finish cracking, checking, or peeling (losing adhesion) for (a) in single family residential installations for as long as the original purchaser owns the home; or (b) in all other residential installations (including commonly owned facilities by condominium associations or similar organizations) for a period of ten (10) years from the date of purchase by the original purchaser. If during the term of the warranty, the sections are determined to be defective, as verified upon inspection by person authorized by Safe-Way, Safe-Way will repair or replace any defective section under the same terms and conditions as described on the reverse page when installed by qualified personnel in accordance with instructions from Safe-Way. In addition, the sections of models 65 through 89 are warranted for five (5) years from date of purchase by the original purchaser against delamination (steel skins separating from insulation).

Model Regency & Ambient Madera 70, 71, 72, 73, 74, 75, 90, 91, 92, 93, 94, 95, 271, 273

Limited Lifetime Warranty

Safe-Way warrants the sections of Model Regency & Ambient Madera against rust through due to the paint finish cracking, checking, or peeling (losing adhesion) for (a) in single family residential installations for as long as the original

purchaser owns the home; or (b) in all other residential installations (including commonly owned facilities by condominium associations or similar organizations) for a period of ten (10) years from the date of purchase by the original purchaser. If during the term of the warranty, the sections are determined to be defective, as verified upon inspection by person authorized by Safe-Way, Safe-Way will repair or replace any defective section under the same terms and conditions as described on the reverse page when installed by qualified personnel in accordance with instructions from Safe-Way. The sections of model Model Regency & Ambient Madera are warranted for five (5) years from date of purchase by the original purchaser against delamination (steel skins separating from insulation). The Regency & Ambient Madera also provides a (10) year "section coverage warranty" which provides coverage for sections in the event of fading. If during the first (10) years of owning the Regency & Ambient Madera, a section is damaged and a replacement section is purchased at full price and that replacement sections color does not match the other sections on the damaged door, Safe-Way will replace the remaining sections on that door. The section warranty is limited to only one door per household (Example: If there are two doors on a given home, replacement sections will only be provided for one door).

Presidential and Monarch Limited Lifetime Warranty

Safe-Way warrants the sections of the Presidential and Monarch against rust through due to the paint finish cracking, checking, or peeling (losing adhesion) for (a) in single family residential installations for as long as the original purchaser owns the home; or (b) in all other residential installations (including commonly owned facilities by condominium associations or similar organizations) for a period of ten (10) years from the date of purchase by the original purchaser. If during the term of the warranty, the sections are determined to be defective, as verified upon inspection by person authorized by Safe-Way, Safe-Way will repair or replace any defective section under the same terms and conditions as described on the reverse page when installed by qualified personnel in accordance with instructions from Safe-Way. The sections of the Presidential and Monarch are warranted for five (5) years from date of purchase by the original purchaser against delamination (steel skins separating from insulation). The Presidential and Monarch also provides a (5) year overlay delamination warranty and a (5) year warranty against window frame and PVC overlay discoloration. All warranties relative to the Presidential and Monarch product are voided if any caustic materials and or substances come in contact with the product. Additionally, all warranties will be voided if the product is painted with any paint product other than Sherwin-Williams® VinylSafe™ paint (available in Sherwin-Williams® Duration® exterior coating or SuperPaint™ exterior paint).

Commercial Models 240, 241, 242, 243, 260, 261, 262, 270, 272 & 717 10-Year Limited Warranty

Safe-Way warrants the sections of models 240, 241, 242, 243, 260, 261, 262, 270, 272 & 717 against rust through due to the paint finish cracking, checking, or peeling (losing adhesion) for 10 years from the date of purchase by the original purchaser. If during the term of the warranty, the sections are determined to be defective, as verified upon inspection by person authorized by Safe-Way, Safe-Way will repair or replace any defective section under the same terms and conditions as described on the reverse page when installed by qualified personnel in accordance with instructions from Safe-Way. In addition, the sections of model 270, 272 & 717 are warranted for five (5) years from date of purchase by the original purchaser against delamination (steel skins separating from insulation).

Commercial Model 450, 550 & 551 5-Year Limited Warranty

Safe-Way warrants the sections of model 450, 550 and 551 against rust through due to the aluminum rusting for 5 years from the date of purchase by the original purchaser. If during the term of the warranty, the sections are determined to be defective, as verified upon inspection by person authorized by Safe-Way, Safe-Way will repair or replace any defective section under the same terms and conditions as described on the reverse page when installed by qualified personnel in accordance with instructions from Safe-Way.

Warranty Information

Safe-Way Door provides the following warranty on Residential and Commercial Doors. This warranty extends only to the original purchaser. The products are warranted to be free from defect in material and workmanship when installed by qualified personnel in accordance with instructions from the manufacturer as follows:

Paint Finish: Paint finish warranties are governed by the general terms described in the following door warranty information. In addition, paint finish warranties for particular models are described in more detail on the door model warranty sheet. Surface rust is not covered under this warranty. For more information about our rust prevention system and how to care for your door visit: <https://safewaydoor.com/frequently-asked-questions>.

Hardware: Door hardware (hinges, rollers, track, springs and similar hardware) is warranted for three (3) years from the date of purchase by the original purchaser of the garage door.

During the term of the warranty (described herein), any door section or other component supplied by Safe-Way which is determined to be defective in material or workmanship will be repaired or replaced by Safe-Way. The decision to repair or replace will be at the sole discretion and option of Safe-Way. The determination as to whether the material or workmanship is defective will be made by inspection, by persons authorized by Safe-Way. Safe-Way will pay for all material costs associated with replacement or repair of defective sections or components. However, all freight and labor costs associated with removal and reinstallation of any repaired or replaced door section or component (including painting) is the sole responsibility of the owner. This warranty extends to and benefits only the original purchaser of the garage door.

IN NO EVENT WILL SAFE-WAY BE RESPONSIBLE OR LIABLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGE, NOR PAY ANY SUCH DAMAGE, CAUSED BY OR RESULTING FROM A DEFECTIVE GARAGE DOOR SECTION, PART, HARDWARE OR COMPONENT. Some states do not allow the exclusion of incidental or consequential damages, so the above limitations may not apply to you.

All claims under this warranty must be addressed to:

**Safe-Way Door
3814 E US 30
Warsaw, IN 46580**

This warranty does not apply to damage or deterioration to the parts, hardware or door sections caused by any of the following:

- Abuse or other intentional acts
- Accidents
- Acts of God
- Dents
- Failure to provide reasonable & necessary maintenance
- Field applied paint failure
- Fire
- Graffiti
- Harmful fumes or foreign substance in the atmosphere
- Use of pressure washers
- Vandalism
- Hazardous or Corrosive chemicals & fumes including, but not limited to alkaline, acids, muriatic acids, road salt or salt environments, harsh cleaning agents and fertilizer
- Improper installation
- Missing components
- Negligence
- Saltwater coastal areas (within 10 miles)
- Scratches
- Shavings from trolley rails not properly removed & cleaned (causing rust)

SAFE-WAY MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES AS TO DESIGN, WORKMANSHIP, MERCHANTABILITY, OR FITNESS FOR ANY PURPOSE OF THE PRODUCT.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.