

TERMS & CONDITIONS

The following terms and conditions of sale govern all sales of goods or services from Radica, LLC d/b/a The Door District (“TDD”) to the buyer (“The Buyer”).

Governing/Controlling Terms. The terms and conditions contained in this document shall govern all TDD goods and service transactions and shall supersede any documents and other communications submitted to the Buyer by TDD.

Lead Time. TDD estimates the lead time to be about four (4) to six (6) weeks after the last measurements are given or taken, and ten (10) to twelve (12) weeks for glass door insert.

Pricing. All pricing is based on total quantities. Any changes in quantities shall affect pricing. Prices presented to the Buyer are subject to change, without notice, until the Buyer places an order with TDD. Prices are quoted exclusive of all applicable sales tax. The current sales tax shall be added to the Buyer’s invoice.

Payment Terms. The Buyer must pay a 50% non-refundable deposit of the total value of any stock item or custom-made order at the time Buyer places an order. The Buyer must pay the remaining 50% of the total value of the order upon the order’s arrival at TDD’s warehouse. Any balance due under this agreement or invoice will incur a 2% interest rate per month. Payment may be made by ACH or check. A \$25 fee will be added to any checks returned for insufficient funds. Payment terms shall be stated on the estimate, sales order, and invoice.

Delivery. All of TDD’s delivery services are curbside, unless TDD installs the doors. If the Buyer requests special insurances and handling of the order, the Buyer must pay additional fees. No deliveries shall be made until the Buyer has paid for the order in full.

Inspection and Claims. The Buyer must inspect the order at the time of delivery. Claims for damages or visible defects to the order must be received, in writing, by TDD no later than five (5) business days of delivery of the order. Following the 5-day period, the Buyer shall be deemed to have irrevocably accepted the goods.

Additional Expenses. TDD reserves the right to charge additional expenses at the time of delivery in the event additional expenses are required, including but not limited to, the modification of measurements or difficulty at the time of handling the goods.

Buyer’s Plans and Specifications. Confirmed orders are based on plans and specifications supplied by the Buyer. The Buyer must check the specifications and quantities quotes and shall be deemed to have accepted the specification and quantity specified when placing the order. TDD shall not accept responsibility for incorrect specification and quantity supplied by the Buyer.

Installation Services. Installation services shall not be included in TDD’s scope of work unless otherwise explicitly agreed upon, in writing, by both TDD and the Buyer. If installation services are explicitly agreed upon, in writing, the installation services shall not include removal of old doors; disposal of old doors; or any other labor not related to the pure installation of the door and its casings (e.g., drywall adjustments, baseboard cutting, door cutting, painting, etc.). TDD and

the Buyer may agree that TDD would provide said services only upon explicit agreement, in writing, by both TDD and the Buyer. When providing front door refacing services, TDD shall not be responsible for the reinstallation of old door handles.

Conditions for Installation. All door openings must be in suitable conditions for proper installation of the doors. If the conditions are not suitable, the installation will be placed on hold until the Buyer makes necessary adjustments. TDD shall immediately notify the Buyer when this situation arises.

Third-Party Hardware. TDD reserves the right to refuse installation of hardware not provided by TDD. If TDD chooses to use the third-party hardware, TDD shall charge the Buyer a fee. TDD shall not take responsibility for any damage on any third-party hardware.

Buyer's Storage and Care for Doors. Buyer must store the doors in a cool, dry place until ready to be installed. The Buyer must not permit doors to be exposed to abnormal heat, dryness, humidity, or rapid temperature changes.

TDD's Storage. The Buyer's order shall be stored at no charge to the Buyer for one (1) week after the first arrival notification. If payment in full is made upon notification, TDD will store The Buyer's order for up to one month free of charge. If the Buyer's order is not paid in full within seven days of notification of arrival, the Buyer will incur and TDD shall charge 1.5% of the material invoice as a monthly storage fee. TDD shall not be liable for any loss or damage to stored goods.

Delays and Goods' Availability. TDD shall not be liable for any loss or damage due to any delays in delivery or failure to deliver goods due to any circumstances beyond TDD's control, including but not limited to, manufacturing delays; inability to secure goods and services from TDD's usual supply sources; fires, floods, earthquakes or other casualty; accidents; transportation delays; labor disputes; civil disorders; governmental orders or actions; or acts of war or terrorism.

Warranty and Limitation of Liability. The Buyer must not rely in any way upon the advice, skill or judgment of TDD or its owners, agents, or employees who are not authorized to make any representations concerning the goods whatsoever other than those confirmed, in writing, by an authorized TDD representative. TDD's warranty to the Buyer is available at TDD's website, www.thedoordistrict.com. The Buyer is deemed to be fully conversant with the nature and performance of the goods and materials supplied to the Buyer, including any harmful, hazardous or dangerous effects resulting from the Buyer's usage or misuse. To the extent that any third-party goods or services supplied to TDD validly exclude, restrict or limit the third-party's liability to TDD regarding the goods or materials supplied or any loss or damage arising in connection therewith, then the liability of TDD to the Buyer in respect of such goods and materials shall correspondingly be excluded, restricted, or limited. The Buyer shall be entitled to receive details of any such exclusion, restriction or limitation upon request to TDD.

Returns and Refunds. All special orders are non-refundable and non-returnable, no exceptions. Stock items may only be returned if not previously installed, no later than ten (10) days from

purchase date. Hardware must be in its unopened, original packaging in order to be returned. All returns are subject to freight, handling, and restocking charges, which shall be no less than 30% of the total value of the goods.

Attorney's Fees and Costs. The Buyer agrees to pay all costs and expenses incurred while collecting any amounts due under this agreement, including but not limited to, attorney's fees and all incurred costs and associated expenses.

Severability. If any term or provision herein is held to be illegal, invalid or unenforceable under any present or future laws, regulations, or ordinances of any federal, state, or other government to which this transaction is subject, such term or provision shall be fully severable, and the remaining terms or provisions herein shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable term or provision.

Customer Service. The Buyer can reach TDD regarding the status of an order, delivery times and installation by calling TDD's Customer Service Department at (786) 502-4752 ext. 3001. Thank you for choosing The Door District as your provider for doors.