

# TERMS & CONDITIONS

## NEW ORDERS

When placing an order with Loftwall full payment is required. Orders under \$5,000 net must be paid in advance. Orders over \$5,000 net require a 50% deposit, and Loftwall must have received full payment before shipping. Orders must be accompanied by a State Resale/Exemption Certificate or sales tax may be charged. Loftwall does not collect sales tax in all states. If you are not tax exempt and sales tax is not included in your order, you must self-assess sales tax.

## CREDIT TERMS

Loftwall offers credit terms as an option if prepayment on three Loftwall orders within in one fiscal year have been made. When applying for credit terms the credit approval process may take up to twenty business days. Unless prepaid, orders will not begin production until approval is complete.

## ORDER PAYMENTS

- Unless otherwise arranged, payment is due once order is invoiced based on the credit terms set with Loftwall.
- All past due accounts may accrue a monthly service charge of 1.5%.
- Loftwall reserves the right to withhold production, shipment or completed products due to any past due invoices or credit limit.
- Loftwall may review change or cancel credit terms and/or request advance payment at any time.

## CUSTOM PRODUCTS

Loftwall offers a range of standard configurations. We welcome the opportunity to provide a custom quote based on your design or project. Please contact us for details. Loftwall cannot be responsible for space layout/design of products. We can provide recommendations based on your input. Custom products cannot be cancelled or returned. All custom products require a deposit before production.

## PURCHASE ORDERS

All Purchase orders may be placed by email.  
Email: [orders@loftwall.com](mailto:orders@loftwall.com)

## ORDER ACKNOWLEDGEMENT

All orders are acknowledged as Loftwall interprets them. Acknowledgements are sent via email. It is the customer's responsibility to note any discrepancies on the acknowledgement and notify Loftwall within 48 hours. If Loftwall does not receive a signed approval sheet or notification any changes within 48 hours, we will assume the order is correct and are not responsible for changes or errors.

## ORDER CHANGES

All requests for changes to an order must be submitted in writing. We will make every attempt to accommodate your changes. Any change to an order may be subjected to a revised scheduled ship date and/or additional charges for materials and labor or rework.

## CANCELLATIONS/RETURNS

All requests for cancellations or returns must be submitted in writing for approval by Loftwall. All cancelled orders and/or returns are subject to a 50% restocking fee.

## ORDERS APPROVED FOR RETURN

An RMA (Return Materials Authorization) is required for return. All products must be packed as they originally received and returned freight prepaid to our factory unless otherwise noted on RMA. Customer is responsible for any additional damages in transit due to improper packaging.

## FREIGHT

All products are shipped unassembled, FOB our factory based on a dock delivery only. Additional expenses may be debited from customer account and billed on a separate invoice as "shipping/handling." Examples of additional expenses are: inside delivery, residential delivery and lift gate requirements all have variable charges. Loftwall shall not be held liable for delays caused by strikes, catastrophes, wars, riots or another cause beyond our control.

## DELIVERY INSPECTION

Failure to inspect product at time or receipt, note damages on delivery receipt and/or notify Loftwall of damages within 7 days of the original date of receipt constitutes acceptance of products and a waiver of all claims. Neither Loftwall nor the carrier will be responsible for concealed damage claims if shipments are left unopened. Concealed damage must be reported within 7 days from delivery to be valid. Any concealed damage reported after 7 days will not be accepted by Loftwall and is the responsibility of the customer. Any damages found during inspection must be clearly noted on the delivery receipt. The carriers should be notified, and all packages left in original condition as received for inspection from carrier. Loftwall factory should be notified immediately. All freight claims are to be processed by customer directly with the carrier.

## WARRANTY

A Limited Lifetime Warranty applies to products manufactured after June 1, 2009. Warranty is given to the initial purchaser and is valid for as long as the product is owned by the initial purchaser. The warranty, which runs from the date of manufacture, covers defects in materials and craftsmanship found during normal usage of the product during the initial warranty period. If a product is defective, and if written notice of the defect is provided to manufacturer within the Warranty Period, Loftwall at its option will either repair or replace the defective product with a comparable component or product. Defective product shall be returned at the discretion of Loftwall, and all returns must be authorized in writing in advance including a Return Materials Authorization Number. Loftwall assumes no responsibility for labor charges. Freight charges for defective products and parts will be covered by Loftwall within the 48 continental United States with the method of shipping at Loftwall's discretion. The limited Lifetime Warranty applies to all products except as listed below:

This warranty does not apply to damage caused by a carrier's alterations to the product expressly authorized by Loftwall. It also does not apply to "Customer's Own Material" (i.e. material supplied by the customer that is not a standard Loftwall product offering) used in the manufacturing of Loftwall products. Loftwall does not warranty the matching of color, grain or texture except to within commercially acceptable standards. A product will not be considered defective and Loftwall will not be obligated to replace it, if the product is not installed or used as recommended by Loftwall.