



15 Rewe Street, Brooklyn, NY 11211 • (800) DOORS 4 U • (718) 963-1111 • Fax (718) 387-7941

CONDITIONS OF SALE AND TERMS OF PAYMENT

CUSTOMER: _____
Name of Corporation, Partnership, or Proprietorship

Street Address City State Zip

CUSTOMER, in consideration of making purchases from MANHATTAN DOOR CORPORATION, does hereby agree to the following terms and conditions:

1. All orders placed by CUSTOMER will be confirmed by MANHATTAN DOOR CORPORATION with a faxed Order Acknowledgement. If necessary, CUSTOMER must make changes to said order within 24 hours of CUSTOMER's receipt of the Order Acknowledgement, or the order will be processed as shown. If the order is cancelled after the 24-hour allowance period, CUSTOMER is responsible to pay MANHATTAN DOOR CORPORATION any and all charges related to said order.
2. Given the complicated process of manufacturing MANHATTAN DOOR products, a minimum 50% payment deposit must be made to MANHATTAN DOOR CORPORATION in order to begin processing CUSTOMER's order. In certain cases and at MANHATTAN DOOR CORPORATION's discretion, a 100% deposit may be required.
3. Upon CUSTOMER's receipt of order, CUSTOMER is obligated to check materials delivered. If there is an alleged problem, CUSTOMER must call MANHATTAN DOOR CORPORATION within 24 hours of delivery (and notify in writing within 3 days of delivery) to advise of any of the following: a) quantity discrepancy; b) incorrect material; and/or c) damaged or defective merchandise.
4. All custom-manufactured and/or special-order merchandise for CUSTOMER is sold subject to the condition that it is not cancelable.
5. A 20% re-stocking charge will be made for all materials returned by CUSTOMER. All returns must be approved by MANHATTAN DOOR CORPORATION and must be in merchantable condition, in the same packaging and/or wrapper condition as when delivery thereof was made to CUSTOMER, or for CUSTOMER's account.
6. CUSTOMER agrees to have agent and facilities available to accept all deliveries of merchandise pursuant to orders placed for shipment to CUSTOMER's office, warehouse, jobsites, or any other designated location. CUSTOMER shall take full responsibility for freight, demurrage, hold-over and similar charges arising out of, connected with, or relating to CUSTOMER's failure to fulfill its obligations under the terms of this clause, regardless of the origin of the shipment.
7. All CUSTOMER payments shall be made according to an invoice's payment terms, but not later than 30 days of an invoice's date. Any CUSTOMER with invoices over 60 days old will have its account automatically put on hold with no exceptions, and any pending orders will not be released until the account is made current.
8. If CUSTOMER is over 90 days late with a payment, then MANHATTAN DOOR CORPORATION is authorized to deduct from CUSTOMER's bank account or credit card, which deposit or previous payment was drawn on, the entire outstanding balance. If any of CUSTOMER's checks are returned unpaid, then MANHATTAN DOOR CORPORATION is authorized to deduct from CUSTOMER's bank account or credit card, which deposit or previous payment was drawn on, the entire outstanding balance plus \$50 representing a returned check fee. This contract and a photocopy of the deposit or previous payment check will serve as the Bank Draft Authorization. All credit card sales, which are accepted at the discretion of MANHATTAN DOOR CORPORATION, shall be final.
9. In the event that CUSTOMER's debt to MANHATTAN DOOR CORPORATION is turned over to an attorney or other agent for collection, CUSTOMER agrees to pay any and all legal fees plus all other costs and expenses of collections incurred by MANHATTAN DOOR CORPORATION while recovering any unpaid balance.
10. This agreement applies to all sales and transactions between CUSTOMER and MANHATTAN DOOR CORPORATION. No modification of this agreement by CUSTOMER will be binding upon the parties to this agreement (regardless of any organizational changes by CUSTOMER) unless submitted in writing by CUSTOMER to MANHATTAN DOOR CORPORATION and signed by both parties.
11. MANHATTAN DOOR CORPORATION can cancel or change the terms of this agreement at any time.
12. The rights of MANHATTAN DOOR CORPORATION are not limited to the above.

ACCEPTED & AGREED:

By _____
CUSTOMER SIGNATURE DATE

PRINT NAME TITLE