



STANDARD TERMS AND CONDITIONS OF SALE

1.9.25 REV.B

ALL GOODS INVOICED ARE SOLD SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS, AND ACCEPTANCE BY BUYER OF ANY OF THE GOODS INVOICED CONSTITUTES ACCEPTANCE OF SUCH TERMS AND CONDITIONS BY BUYER,

1. **ACCEPTANCE OF BUYER'S ORDER.** Sales to Buyer reflected on Elixir's invoices are governed solely by the terms and conditions contained herein which supersede any conflicting or additional terms and conditions of Buyer. These terms and conditions constitute the entire contract between Elixir and Buyer with respect to Elixir's sale of the invoiced goods. Acceptances, purchase orders or confirmations of Buyer which state additional or differing terms shall be operative as acceptances; provided, however, that all such differing or additional terms shall be deemed material alterations within the meaning of Paragraph 2207(2)(b) of the Uniform Commercial Code, and notice or objection to them is hereby given.

2. **DELIVERY AND ACCEPTANCE OF THE GOODS.** Upon delivery to the Buyer of the goods, all risk of loss, damage and other incidents of ownership immediately pass to Buyer, but title to the goods is retained by Elixir as security for Buyer's performance until payment is received in full. Elixir shall have the right to make shipments and/or deliveries in separate lots.

All claims for shortages, nonconforming or defective goods must be made within 48 hours of receipt. No returns will be accepted or allowances made unless authorized in writing by Elixir.

3. **PAYMENT.** Payment terms are Net 30 days unless noted otherwise on the face of the invoice or by separate agreement.

A service charge of 1.5% per month, or the maximum permitted by law, will be charged on the unpaid balance of all delinquent accounts which are not paid within 45 days of the date of invoice.

Elixir reserves at any time the right to change the payment terms set forth herein if, in its sole opinion, the financial condition of the Buyer warrants such change. In such case, in addition to any other remedies provided by law, Elixir may require cash payments or security satisfactory to it before delivery. Failure to pay invoices when due shall operate to make all subsequent invoices immediately due and payable. The receipt by Elixir of part payment of the full amount then due and payable (whether under the original terms of payment or terms of payment changed by Elixir as provided herein) shall not be a waiver of any of Elixir's rights set forth herein or provided by law.

4. **EXCLUSIVE EQUIPMENT.** Any equipment, including but not limited to jigs, dies, tools, printing plates, and cylinders, which Elixir constructs or acquires solely for use in the production of its products shall be and remain Elixir's property. Elixir shall at all times have the right to the sole and exclusive possession and control of the same. Any charges made by Elixir for any such equipment shall not confer on Buyer any right of any kind with respect to such equipment, except the right to have Elixir use the equipment exclusively for the manufacture of its products for Buyer, in the event, and for whatever reason, Elixir has not used the equipment in the manufacture of its products for Buyer for a period of one year, Elixir shall have the right to make such disposition or use (including use of equipment to manufacture products for customers other than Buyer) of the equipment as it, in its sole and exclusive judgment, considers to be appropriate.

5. **DEPOSITS.** When returnable spools, reels or nonstandard packaging are required in connection with shipment of its products, Elixir shall charge Buyer an appropriate deposit, which shall be paid net, cash, 30 days, without discount. If the same are returned to point of origin and, in the sole opinion of Elixir, are in good condition, reasonable wear and tear excepted, within a period of twelve (12) months from date of shipment of the products, Elixir will give to Buyer a credit equal to the amount of such deposit. Such credit, however, is subject to a deduction charge for repairs if, in Elixir's opinion, repairs are necessary.

6. **LIABILITY.** Buyer assumes all responsibility and liability for loss or damage resulting from the handling or use of the goods after delivery. In no event shall Elixir be liable for any incidental, special or consequential damages



STANDARD TERMS AND CONDITIONS OF SALE (CONTINUED)

suffered or alleged to be suffered by Buyer, and Elixir's liability, and Buyer's exclusive remedy for any claims arising out of the invoice, are expressly limited, at Elixir's option, to replacement of nonconforming goods or payment of no more than Buyer's original purchase price of the goods.

7. **LIMITED WARRANTY.** Elixir hereby warrants that the products manufactured by it shall be free of all substantial defects in original material and workmanship under normal use for a period of one (1) year from the date of purchase. Any modifications done by Customer, such as repainting door, other than original color, can void manufacture warranty. Elixir reserves the right to deny any warranty claim that the written instruction or recommendations are not followed. Within the period of this warranty, Elixir agrees to replace at no further cost to the Buyer any portion of the subject products which prove to be defective in material or workmanship, provided that the Buyer gives prompt written notice of all such claimed defects and returns to Elixir (whenever possible) such nonconforming product F.O.B. Elixir's plant. *This express warranty is exclusive of all other warranties, express or implied, including without limitation any implied warranty of merchantability or of fitness for a particular purpose.* Elixir shall be liable under this warranty only for the cost or, at its option, the replacement of defective products. All incidental or consequential damages which may arise, including but not limited to, business losses, personal property damage, personal injury and third-party liabilities are hereby expressly excluded. See also, terms, exclusions and coverage which may be applicable under Elixir's standard form of Limited Warranty applicable to these goods which are incorporated herein.

We do not offer any warranty on raw double doors. Buyer will be held liable for raw double doors once they leave Elixir's property. Double Doors are not designed to handle highway speed winds of 40-75+ mph. Elixir provides a double stile on all raw doors to enable to screw skins in place. ELIXIR DMC- RAW DOOR RECOMMENDATION FOR CUSTOMERS- Using the recommend #8 X 3/4 SQ PH PAN A ZINC screws, place one screw every 8 to 10 inches across the top, bottom and down each side of the doors to prevent the skins from becoming loose or detached.

8. **FORCE MAJEURE.** No liability hereunder shall result to Elixir from delay in performance or nonperformance caused by circumstances beyond the control of Elixir including, but not limited to, acts of God, fire, flood, war, government regulation, accident, strike, labor trouble, shortage of or inability to obtain materials, equipment or transportation. Elixir shall have the option to cancel without any liability to Buyer or to make delivery within a reasonable time after the termination of the cause or causes of the delay.

9. **TAXES.** Any tax or other government levy or charge, or increase in same, becoming effective after Elixir's issuance of an invoice for goods, which increases Elixir's cost of production, manufacture, sale or transportation of the invoiced goods sold hereunder, may, at Elixir's option, be added to the price of goods shipped under that invoice.

10. **CANCELLATION.** Invoice contracts are not subject to cancellation by Buyer unless cancellation is accepted in writing by Elixir, and Buyer pays all cancellation charges. Cancellation charges shall include cost of raw material on hand purchased by Elixir for the product described in the invoice, and material, supplies and labor costs for work in progress, plus overhead and reasonable profit. Upon payment of such cancellation charges, all such raw materials and work in progress shall become the property of Buyer and, on Buyer's request, shall be delivered to it F.O.B. Elixir's plant.

11. **BREACH OF PROVISIONS.** No waiver by Elixir of any breach of any provisions hereof shall constitute a waiver of any other breach of such provisions.

12. **MODIFICATION.** Except as to specific modifications appearing on the face of the applicable invoice, the terms hereof may be modified only by a writing signed by authorized representatives of Buyer and Elixir.

ELIXIR CERTIFIES THAT MATERIALS SHIPPED ARE PROPERLY CLASSIFIED, DESCRIBED, PACKAGED, MARKED AND LABELED, AND ARE IN PROPER CONDITION FOR TRANSPORTATION, ACCORDING TO THE APPLICABLE REGULATIONS OF THE DEPARTMENT OF TRANSPORTATION.

ALL PRICES, INCLUDING DELIVERY TERMS, ARE SUBJECT TO CHANGE, WITHOUT NOTICE, TO PRICES AND DELIVERY TERMS IN EFFECT AT THE TIME OF SHIPMENT.

SHIPPING DATES ARE ELIXIR'S BEST ESTIMATE AND WILL NOT OPERATE TO BIND ELIXIR TO SHIP OR MAKE DELIVERIES ON THE DATES STATED ON ITS INVOICES.

ALUMINUM SHEET IS IN KEEPING WITH THE APPLICABLE ALUMINUM ASSOCIATION STANDARDS.

MANUFACTURED HOUSING PARTS MANUFACTURED AND/OR DISTRIBUTED BY ELIXIR INDUSTRIES MEET OR EXCEED HUD APPROVALS.

POLICY REVISIONS:

1.9.25 UPDATED "LIMITED WARRANTY" (EXCLUSION AND LIABILITY WARNING)

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7.23.24 – UPDATED "LIMITED WARRANTY"

Added: "Any modifications done by Customer, such as repainting door, other than original color, can-will void manufacture warranty. Elixir reserves the right to deny any warranty claim that the written instruction or recommendations are not followed"
APPROVED BY MGT/ UPDATED BY TAMMY GIBBS