



TERMS AND CONDITIONS AGREEMENT

PLEASE READ THIS DOCUMENT CAREFULLY! IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS AS WELL AS LIMITATIONS AND EXCLUSIONS THAT APPLY TO YOU.

TERMS AND CONDITIONS AGREEMENT ("AGREEMENT") THIS AGREEMENT CONTAINS THE LIMITED WARRANTY AND TERMS AND CONDITIONS THAT APPLY TO CUSTOMER'S ORDER OF PRODUCTS AND ACCESSORIES PURCHASED DIRECTLY FROM *FENETEX CORPORATION*, A FLORIDA CORPORATION HAVING OFFICES AT 278 TALLEYRAND AVENUE, JACKSONVILLE, FL 32202 (THE "COMPANY"). THE TERM "PRODUCT(S)" MEANS THE COMPANY PRODUCT(S) AND ACCESSORIES DESCRIBED IN YOUR ORDER OR INVOICE. THE WORDS "ORDER" AND "INVOICE" SHALL BE USED INTERCHANGEABLY IN THE AGREEMENT, AND COMPANY WILL PROVIDE YOU WITH EITHER AN INVOICE OR AN ORDER. YOU AGREE THAT THIS AGREEMENT APPLIES TO YOUR PURCHASE OF THE PRODUCTS AND ACCESSORIES. TERMS "CUSTOMER" AND "YOU" ARE USED INTERCHANGEABLY.

- 1. Placement of Orders.* The Company shall only accept written Orders containing a signature or approval of the authorized person. Customer may place the Order online, by fax, email or by completing an order form. The Company shall not accept any telephone or verbal Orders.
- 2. Quotations and Prices.* Prices and configurations advertised are subject to change without notice or obligation prior to acceptance of Customer's Order. Prices advertised do not include shipping and handling, or applicable sales taxes unless specifically listed, and these may be added to the price you pay. Any existing or new taxes or fees charged by any governmental authority will be added to your invoice. The Customer acknowledges and agrees that the online portal contains the most up to date price information. Customer further agrees that written quotes automatically expire sixty (60) calendar days from the date issued and are subject to termination by notice within that period.
- 3. Order Changes.* Customer agrees that Company will accept Order changes ONLY prior to commencement of production. Customer agrees to submit all Order changes using the Change Order Form, located on the Company's website. Customer further agrees that any and all Order changes will result in additional fees. Customer shall pay the additional fees prior to commencement of production.
- 4. Rush Orders.* Company reserves the right to reject any and all rush Orders. Company will accommodate rush orders at its discretion and will not guarantee a time of delivery. Upon placement of a rush order, Customer shall make a full payment for the Order, along with any additional fees, including but not limited to a nonrefundable Rush Order Placement Fee.
- 5. Inspection of Product Upon Receipt.* Customer must examine the Products and Accessories when Customer receives them. If any item is damaged or missing, Customer must notify the Company within **three (3) days** from the date of delivery by written documentation. Shipping damage or shortages must be noted on the Delivery Receipt and carrier notified. Claims for shipping damage must be made by Customer to carrier.
- 6. Payment Terms.* Customer shall pay a deposit to Company at the time of placement of any Order. Customer understands and acknowledges that payment of the deposit, along with a proper approval as described in Section 1 above, will create a production number, queue position, and will initiate production of order.



Company shall not commence production without the payment of deposit. Customer shall make any progress payments and the final payment prior to shipment of the Order. If in Company's opinion the financial condition of the Customer at any time does not justify continuance of production or shipment on the terms of payment specified, Company may require full payment in advance. All payments shall be in United States Dollars unless otherwise specified and agreed to by the Company, and must be in the form of check, money order, cashier's check, wire, Visa, MasterCard, or American Express.

7. *Taxes.* The amount of the present or future sales, revenue, excise, or other taxes applicable to the Order products listed on the invoice or purchase receipt shall be added to the purchase price and shall be paid by the Customer, or in lieu thereof, the Customer shall provide Company with a tax exemption certificate acceptable to the taxing authorities of any relevant jurisdiction.
8. *Cancellation.* Customer agrees that once an Order is placed, said Order may be cancelled for a full refund ONLY with Company consent, if production has not commenced, and no non-standard third-party components were ordered by the Company. The Customer further agrees, that if production has not begun, but non-standard third-party components have been ordered, the Customer may cancel the Order and receive a refund minus: (1) 15% restocking fee for standard components, including but not limited to remotes, motors and brackets; and (2) full cost for custom made components, which include but are not limited to hoods, painting, and non-standard fabrics. Notwithstanding the foregoing, the Company reserves the right to reject any Order cancellation.
9. **Exceptions:** If Company is asked to manufacture and/or deliver materials for/to job site that have not been paid in full, payment will be secured against the property pursuant to local construction lien laws. In this scenario, along with the order, Company requires a copy of the Notice of Commencement so that a Notice to Owner can be filed.
10. *Shipment.* Company reserves the right to choose the method and route of shipment, unless the Customer supplies explicit instructions. Shipment quotes are to commercial locations unless specified otherwise. Residential deliveries are subject to surcharge. All shipments are insured at the Customer's expense and made at the Customer's risk. The Company will arrange to ship the Products and Accessories to Customer's address. Title to the Products and Accessories passes to Customer upon delivery to the carrier and risk of loss passes to Customer upon delivery. The costs of shipping and handling will be shown on Customer's invoice. The Company will inform Customer of estimated shipment dates, but it shall not be responsible for delays in delivery due to events beyond its control, including shortage of materials, labor strikes, transportation failures, or acts of God. The Company shall not be liable for loss or damage of any kind resulting from delay or inability to deliver on the estimated delivery date. All shipping fees and associated costs are nonrefundable.
11. *Split Orders/Multiple Shipments.* Company at the Customer's request may split an Order for retractable screens into two shipments: 1. vertical components; and 2. screens and horizontal components. If the Customer requests a split Order, the Customer shall pay a deposit upon placement of the Order, the remaining balance of the payment shall be paid before production of the screens and horizontal components will commence. Company will not commence production of the second part of the Order until dimensions are provided by Customer in writing. Customer agrees that if the dimensions provided change the Order, Customer shall be responsible for all additional fees prior to commencement of production. Customer agrees to pay two nonrefundable shipping charges.



12. *NSF Checks.* Customer shall be responsible for a minimum fee of \$35 for any returned check, or credit card transaction, in addition to any and all charges or fees incurred by the Company as a result of depositing or re-depositing an NSF check.
13. *Trademarks.* Company is the sole and exclusive owner of the name *Fenetex* and any and all *Fenetex* trademarks, trade names, trade logos, patents, and trade dress appearing on, attached to or described in or on the Screens, Company web site, or Company marketing materials and the Customer acquires no rights to those trademarks.
14. *Copyrights.* Company is the sole and exclusive owner of all images and/documents appearing on, attached to or described in or on Company web site, or Company printed or electronic materials and the Customer acquires no rights to those items.
15. *Limited Money Back Guarantee: NEW NOT CUSTOM MADE Products and Accessories ONLY*
 - (a) The Company offers a limited money back guarantee for **fifteen (15) days** on NEW NOT CUSTOM MADE Products and Accessories ONLY. The limited money back guarantee is not available on Products and Accessories custom made for the Customer. TO RECEIVE A REFUND UNDER THE LIMITED MONEY BACK GUARANTEE, CUSTOMER MUST NOTIFY THE COMPANY OF CUSTOMER'S DESIRE TO RETURN THE PRODUCT AND ACCESSORIES WITHIN **FIFTEEN (15) DAYS**, AS APPLICABLE, FROM THE DATE YOU RECEIVED YOUR PRODUCT. CUSTOMER MUST ALSO RETURN THE PRODUCT AND ALL ACCESSORIES TO THE COMPANY'S DESIGNATED ADDRESS WITHIN **FIVE (5) DAYS** AFTER CUSTOMER RECEIVES A RETURN MERCHANDISE AUTHORIZATION (RMA) AND OTHERWISE FOLLOW THE PROCEDURES SET FORTH IN THIS SECTION 14.
 - (b) Under this Limited Money Back Guarantee, if the Customer wishes a money return in lieu of potential product replacement, and the Customer qualifies under the above listed conditions, the Company will refund the original purchase price of the Products, Accessories, and applicable sales taxes, MINUS A 15% RESTOCKING FEE. SHIPPING, HANDLING, INSURANCE FEES (INCLUDING APPLICABLE SALES TAXES) THAT CUSTOMER PAID WHEN CUSTOMER BOUGHT THE PRODUCTS AND ACCESSORIES ARE NOT REFUNDABLE, AND WILL BE DEDUCTED FROM CUSTOMER'S REFUND.
 - (c) Contact the Company's client support personnel with your Order number. Company will provide a Return Authorization, which will authorize the return of your Products and/or Accessories, and provide other instructions and requirements.
 - (d) Ship the Products and/or Accessories to the appropriate addresses pursuant to the instructions received from Company, using the original boxes and packing material if appropriate. Write the order number in large, clear characters on the outside of each box you ship. You must include a copy of your packing slip or invoice with the returned Products and Accessories to establish proof of purchase. You must also return all components and manuals if any supplied with the Products and Accessories. YOU ARE RESPONSIBLE FOR THE PRODUCTS AND ACCESSORIES UNTIL THE COMPANY RECEIVES THEM, AND YOU ARE RESPONSIBLE FOR ALL SHIPPING, HANDLING, AND INSURANCE CHARGES. ANY OF THESE CHARGES PAID BY THE COMPANY WILL BE DEDUCTED FROM YOUR REFUND.
 - (e) The returned Products and Accessories must be in the same condition as you received them.
 - (f) Customer shall allow a reasonable period of time for the Products and/or Accessories to arrive at the



Company's location. The Company will inspect the Products and/or Accessories and, after they are accepted, process customer's refund within **fifteen (15) business days**. The Company will notify Customer if Products and/or Accessories are not accepted.

(g) THE LIMITED MONEY BACK GUARANTEE IS NOT A WARRANTY. THE COMPANY MAY CHANGE OR CANCEL IT AT ANY TIME BEFORE ACCEPTING CUSTOMER'S ORDER.

(h) The limited money back guarantee for international Customers is the same as for Customers within the United States. Please call the Company's customer support personnel to exercise the limited money back guarantee. In all cases, the Company will not be responsible for any shipping and handling charges to and from the Company, or paying or refunding customs fees, taxes or Value Added Taxes (VAT) that may be due.

16. *No Installation or Maintenance Services.* The Company will not provide any installation or maintenance services for any Products or Accessories as part of this Agreement. The Company, at the Customer's request, may assist in identifying appropriate third parties to assist in installation. Any such assistance shall not be considered a recommendation or other warranty of the installer and any third party shall not be deemed an employee or contractor of the Company. Any and all installation, whether by the Customer independent of the Company, or by assistance of the Company in identifying third party installers, shall be the sole responsibility of the Customer for approval, supervision and completion of work. Company does not warrant any installation or maintenance services by third parties.

17. *Governing Law, Venue, Attorneys' Fees.* This Agreement is governed by the laws of the State of Florida, without giving effect to conflicts of law rules. Any litigation arising out of this Agreement shall be held in Duval County, Florida. The prevailing party under this Agreement or dispute regarding alleged breach, default, claims or misrepresentation arising out of this Agreement, whether, or not lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, whether incurred before suit, during suit, or at the appellate level. The prevailing party shall also be entitled to recover any attorneys' fees and costs incurred in litigating the entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of attorneys' fees and costs due to it.

18. **Arbitration and Dispute Resolution. Both parties shall make a good faith attempt to resolve any dispute through negotiation. If negotiation fails to reach a resolution within seven (7) business days, the Company may choose to either initiate arbitration proceedings in accordance with this Section 17 or to initiate court proceedings in accordance with Section 16. If the Customer initiates court proceedings after the same seven (7) days, the Company retains the right to petition the Court for a stay in proceedings pending the Company's decision to enforce this Section 17. If the Company so chooses, all disputes, controversies and claims of any kind arising out of or relating to this Agreement or the rights and obligations of the parties shall be settled through arbitration, in accordance with American Arbitration Association rules and regulations in Duval County, Florida. The arbitrators shall award to the prevailing party, if any, as determined by the arbitrators, all of its costs and fees. "Costs and fees" shall mean all reasonable pre-award expenses of the arbitration, including the arbitrators' fees, administrative fees, travel expenses, out-of-pocket expenses, including but not limited to copying and telephone, court costs, witness fees, and attorneys' fees. Said arbitration shall be binding and final. Company shall have the unilateral right to enforce any arbitration decision through court intervention.**

19. *Compliance with Laws and Regulations.* Customer must comply with all applicable export laws and regulations of



the United States and other applicable countries if Customer exports the Products and/or Accessories outside the United States.

20. *Severability.* If any provision contained in this Agreement is or becomes invalid, illegal, or unenforceable in whole or in part, such invalidity, illegality, or unenforceability shall not affect the remaining provisions and portions of this Agreement.
21. *General.* Customer may not assign this Agreement without the Company's prior written consent. The Company and its affiliates are intended beneficiaries of this Agreement. In case of any inconsistency between this Agreement and any other agreement, included with or relating to your Product, this Agreement shall take precedence.
22. NO EXPRESS WARRANTIES AND NO IMPLIED WARRANTIES WHETHER OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE, OR OTHERWISE (EXCEPT AS TO TITLE), OTHER THAN THOSE EXPRESSLY SET FORTH BELOW WHICH ARE MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, SHALL APPLY TO PRODUCTS SOLD BY COMPANY, AND NO WAIVER, ALTERATION, OR MODIFICATION OF THE FOREGOING CONDITIONS SHALL BE VALID UNLESS MADE IN WRITING AND SIGNED BY THE PRESIDENT OR A VICE PRESIDENT OF COMPANY.