

Terms & Conditions of Product Installation

1 Definitions

In these Conditions, the following definitions apply:

Company means Folding Sliding Doors LLC (registered in Florida), trading as 'The Folding Sliding Door Company'.

Customer means the person or firm who purchases the Services from the Company pursuant to this Agreement.

Conditions means the terms and conditions set out in this document.

Goods means the product or products (or any part thereof) to be installed by the Company, as set out in the Installation Contract.

Managing Director means the managing director of the Company from time to time.

Subject to the provisions of these Conditions, phrases defined in the 2000 edition of Incoterms have the same meaning when used in these Conditions.

2 Application

(i) These Conditions shall apply without modification and to the exclusion of all and any other conditions including any appearing in any quotation, form of acceptance, delivery form or other document or letter emanating from the Customer to the Company unless otherwise agreed by the Managing Director in writing.

(ii) Nothing in these Conditions shall restrict the rights of a Customer dealing as a consumer.

(iii) Where the Customer comprises two or more persons the liability of those such persons under these terms shall be joint and several.

(iv) These Conditions shall be in addition to the Doors - Terms and Conditions of Sale provided to you with this document and which are adopted as if fully set forth herein.

(v) By accepting and permitting the installation of goods Customer is agreement to these Terms and Conditions, as well as the Doors - Terms and Condition of Sale, unless otherwise agreed in writing by the Managing Director and Customer.

3 Authorization

"You" means the Customer set forth on the accompanying Estimate Form and any attached or incorporated documents (collectively, the **"Agreement"**). You authorize Company or its agents to arrange for the installation of goods and services specified in the accompanying Agreement (the **"Installation"**).

4 Responsibilities of Company

Company will complete the installation in a workmanlike manner and in accordance with all applicable codes and ordinances. It is the responsibility of the Customer and/or owner of the property where the product will be installed to obtain any and all required permits. Company is under no obligation to begin or complete the installation if it cannot be performed in accordance with applicable codes or ordinances. Company may, at your request, perform additional work to comply with applicable codes and ordinances, such to your prior written approval and for an additional fee. **You agree that Company has no responsibility for any injuries or damages caused to you, directly or indirectly by the Company, its agents or the installation.** Further, to the extent that the Company is installing products not manufactured by it: The manufacturer of the goods (not manufactured by Company) may provide a warranty on those goods and Company and its agents will assist you in enforcing any warranty claims made against the manufacturer of those Goods. Company does not warrant non-Company products

5 Access to Work

Customer agrees to grant free access of work to the Company, its agents, and employees, and any necessary vehicles and equipment during normal work hours. Customer may be responsible for delay costs caused by Customer's failure to grant and/or ensure free access to work areas.

6 Construction or Mechanic's Liens

The Company, its agents, and/or any labourer may have a claim against you for failure to pay for Goods supplied or services performed and may enforce any such claim by filing a lien against your property after providing you with notice, as required by applicable law.

7 Scope of Work and Time

The scope of work for Installation by the Company is limited to the description of work in the Installation Contract. The Customer is responsible for providing a fully prepared opening for the installation of the product. The scope of work does not include finishing of the installation area, or weatherproofing of the installed product, unless specifically otherwise provided in writing and agreed to by the Company. Customer agrees that the expected delivery and/or completion date(s) set forth in the Installation Contract are approximate dates and are subject to change without a reduction in the Installation Contract price or other costs agreed to be paid by the Customer to the Company.

8 Changes

Customer agrees that any changes, modifications, additions, or alterations the Installation, relative to the scope of work set forth in the Installation Contract may require an additional fee and must be approved by the Company, in writing, before they are performed. Further, the method and amount of payment for any such change, modification, addition, or alteration must be approved by the Company prior to work beginning on any such change, modification, addition, or alteration to the project. Additional work required, which was not visually evident at the time of the Company's assessment and/or quotation is subject to extra charges. The Company reserves the right to halt work until additional work costs are agreed to in writing and payment is received.

9 Prices/Payment

You are responsible for compliance with all of Company's payment procedures and requirements as set out in paragraphs 4 and 5 Doors - Terms and Conditions of Sale.

10 Limited Warranty Terms and Conditions on the Installed Product

Goods manufactured by the Company are warranted separately, as provided on the Company's website (<http://www.fsdcsa.com/about-us/10-year-warranty/>). This section shall not be construed to extend, broaden, or otherwise provide, any warranty or warranties as to goods manufactured by entities other than the Company, nor does it limit, reduce, or otherwise prejudice the rights of the Customer to enforce, any warranty of Goods, provided elsewhere.

11 Workmanship/Installation

In addition to any applicable manufacturer's warranty of the Company, if any Goods are not installed properly by the Company and/or its agents, the Company and/or its agents will fix any problem directly related to the Installation at no additional cost to the Customer, provided that the Customer notifies the Company in writing of any such problem within one (1) year **from the date of the completion** of the Installation. There are no other warranties provided by the Company herein, either expressed or implied.

12 Cancellation of Order/Right to Set-Off

The provisions set forth in the Company's Doors - Terms and Conditions of Sale set forth in paragraph 6 Right of set-off and paragraph 7 Cancellation of Order are adopted as fully set forth herein. Survey fees are non-refundable once the survey has been completed.

13 Inspection, Testing and Quality/Performance/Title

The Customer should refer to the terms, conditions and exclusions of the Limited Warranty and Florida Statute Chapter 672.

14 Delivery

The provisions set forth in the Company's Doors - Terms and Conditions of Sale set forth in paragraph 8 is adopted as fully set forth herein. Company requires Customer to be present at all times on the day of the installation to review and approve all work completed. Company requires acceptance of the work by the Customer in writing.

15 LIMITATION OF LIABILITY

(i) **THE COMPANY SHALL UNDER NO CIRCUMSTANCES WHATEVER BE LIABLE TO THE CUSTOMER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE, FOR ANY LOSS OF PROFIT, OR ANY INDIRECT OR CONSEQUENTIAL LOSS ARISING UNDER OR IN CONNECTION WITH THIS CONTRACT; AND**

(ii) **THE COMPANY'S TOTAL LIABILITY TO THE CUSTOMER IN RESPECT OF ALL OTHER LOSSES ARISING UNDER OR IN CONNECTION WITH THIS CONTRACT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE, SHALL IN NO CIRCUMSTANCES EXCEED THE COST OF THE INSTALLATION SET FORTH IN THE INSTALLATION ONTRACT (EXCLUDING TAX).**

16 Assignment

The Customer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under this Contract without the prior written consent of the Company. The Company may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under this Contract.

17 Waiver

A waiver of any right or remedy under this Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

18 Variation

Except as set out in these Conditions, any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by the Managing Director.

19 Enforceability

Should any provisions of these Conditions be held by a competent authority to be invalid or unenforceable in whole or in part then the validity of the remaining provisions shall not thereby be affected.

If any invalid, unenforceable or illegal provision of this Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

A person who is not a party to this Contract has no rights under or in connection with it.

20 Jurisdiction

This Contract is governed by Florida Law and the Customer agrees for the Company's exclusive benefit that the Orange County, Florida courts shall have sole jurisdiction to hear all claims or disputes connected with the Goods or the Contract.