

COMMERCIAL TERMS & CONDITIONS

These conditions of sale supersede all previous selling policies. Prices, discounts, lead-times and product offerings are subject to change without notice.

Order Placement

Great Openings requires that all orders be submitted in writing to avoid errors and/or duplication. Sales of all Great Openings' products are made only on the Company's standard terms and conditions of sale, unless modified in writing by an authorized Great Openings representative.

Orders received at Great Openings after 4:00pm EST will be processed the following day.

Order Acknowledgement

We diligently issue order acknowledgements via e-mail within 24 hours of purchase order receipt. If you do not receive an acknowledgement within 24 hours, please call our Customer Service department to determine the reason; we may not have received your order, or we may have questions that are delaying order entry.

**PLEASE CHECK
ACKNOWLEDGEMENTS
FOR ERRORS
IMMEDIATELY UPON RECEIPT.**

The order acknowledgement process is designed to ensure protection for both the buyer and the seller. We strongly urge the buyer to make sure the acknowledgement accurately reflects the intended purchase.

Order Discrepancies

Great Openings will not be held responsible for extra costs due to errors resulting from purchase order inaccuracies. If and when a discrepancy is detected on the purchase order or acknowledgement, all corrections must be received in writing before further order processing can occur.

Changes, Cancellations

Orders may not be changed, corrected or cancelled, in whole or in part, after Great Openings has issued its order acknowledgement, without the written consent of an authorized Great Openings representative. Special order items (special or custom cabinets, COM fabric and laminates) already in production are not subject to change or cancellation under any circumstances.

Canadian Orders

Canadian orders may be processed using this price book. The pricing and payment terms included in this book are in U.S. funds. Custom brokerage fees and GST/HST taxes will be charged as separate line items on the invoice. All prices are freight included; FOB: Destination. A Regional Small Order Handling Fee applies to all orders less than \$5,000 list (does not apply to accessory orders). See regional map for applicable fee.

Lead-Time

Lead-times are measured in working days, and begin after receipt of clean order.

Lead-times may change without notice. Stated lead-times will not commence until purchase order is actually entered into our system. We are not responsible for delays caused by order discrepancies or late receipt of COM items.

Special Shipping Instructions

Great Openings will accommodate special shipping/delivery requests whenever possible. Purchaser will be responsible for any and all extra costs incurred by reason of Great Openings' complying with a special shipping request. Examples of special requests that may cause extra charges (Dollar amounts shown are approximate. Actual amounts may vary):

- special carrier/lift gate: starting at \$85.00
- inside delivery: starting at \$50.00
- expediting, re-consignment, delays causing carrier storage: starting at \$50.00
- truck load delivery times after 3:00 pm
- delivery times outside normal business hours including weekends and holidays: starting at \$450.00 per truck
- exact, narrow scheduling window (elevator time): starting at \$150.00
- non-commercial/residential deliveries: starting at \$60.00
- metro delivery

The maximum amount of time allowed for off-loading product from trailers is 3 hours. Carrier costs associated with any additional delivery time will be charged to the dealer. Any additional charges that result from the purchaser failing to accept a shipment as agreed upon will be the responsibility of the purchaser.

Special Delivery Charges

Once a delivery truck arrives at a destination, if the recipient is not ready to accept delivery as scheduled and the truck must wait, deliver "after hours", or make a second drop at a later time, the carrier charges a penalty for that delay which Great Openings must pass on to the customer.

These charges are as follows (Dollar amounts shown are approximate. Actual amounts may vary):

Night Delivery:
3:30-4:30 p.m.: \$400 additional charge
4:30-5:30 p.m.: \$450 additional charge
5:30 p.m. and later: \$500 additional charge
Detention fee will be \$75 per hour after two hours. Drop charge will be \$75 per drop.

Weekend and holiday deliveries will be quoted per load depending on location and delivery time.

Please use caution when planning and communicating delivery requirements so that these exorbitant fees will not be necessary.

Key-Alike Services

Key-alike service is offered free of charge provided the key-alike request is associated

with an order for a matching quantity of cabinets. Additional key/core sets, master and core keys are available for a nominal charge. All Great Openings products are keyed randomly prior to shipment. Special cores and keys are shipped separately to be changed-out in the field. See the Specification Guide in the front of this book.

COM & Fabric Grades

If COM materials are difficult to apply or inadequate, Great Openings reserves the right to apply extra charges or to cancel the order. Great Openings has no control over COM material quality or performance and will not be held responsible for material defects or damage caused by improper use or application.

Lifetime Warranty

Great Openings warrants its filing and storage products to be free from defects in materials and workmanship for as long as the original purchaser owns the product. This warranty does not cover ordinary wear and tear, or improper installation or use of the product. This warranty does not apply to Customer's Own Materials (COM) (fabric, laminates, edge bands).

In addition, supplier warranties will apply to products not manufactured by Great Openings. Please contact Great Openings for more information.

Regional Pricing

Great Openings reserves the right to adopt regional discount programs and small order handling fees to address the freight cost impact applicable to each geographic region. A buyer's region will be determined by shipping destination.

Payment Terms

Orders are invoiced at the time of shipment and payment is due upon receipt of the invoice. Invoices unpaid thirty (30) days after the invoice date are subject to a late payment charge in the amount of one and one-half percent (1 1/2%) per month on the unpaid balance until paid. Great Openings reserves the right to modify or establish special credit arrangement for any customers at any time in its sole discretion. All prices are effective February 4, 2013, and are subject to change without notice.

Remit to:

**Great Openings
PO Box 910
TRAVERSE CITY, MI 49685-0910**

Taxes

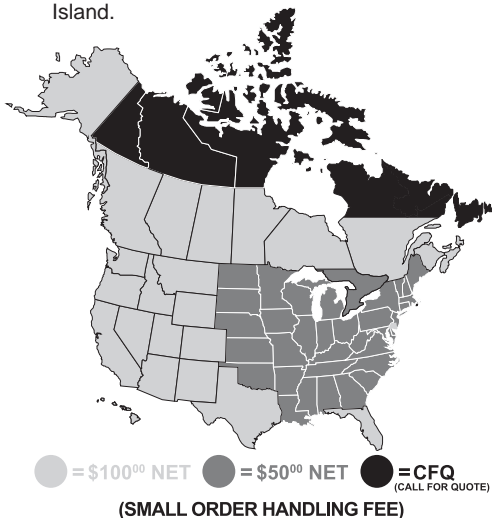
All sales, use, excise and other applicable taxes (excluding only taxes on the net income of Great Openings) are the purchaser's responsibility and will be invoiced to the purchaser. If purchaser claims an exemption from such taxes, it shall be the purchaser's responsibility to furnish an appropriate exemption certificate to Great Openings.

For Canadian orders, Great Openings does invoice and collect for GST/HST tax.

Freight Policy

All prices are freight-included; F.O.B. Destination. Prices are based on a single shipment to a single location. A Small Order Handling Fee applies to all orders less than \$5,000 list (does not apply to accessory orders):

See map below for Small Order Handling Fees by destination. For this purpose, New York City is defined as including the Bronx, Brooklyn, Manhattan, Queens, and Staten Island.



Standard Packaging

All Great Openings' products are packaged in accordance with industry standards and common carrier requirements. Pedestal products are individually boxed with polystyrene corner guard inserts, then palletized, and shrink wrapped. Lateral and storage product packaging consists of corrugated top and bottom trays, corner guards, palletized, shrink wrapped and labeled. Upon special advance request, for full truckload orders only, we can provide a blanket wrapped shipment.

Shipment and Delivery

Freight is included in the prices displayed in this price book. All shipments are FOB destination. Free freight to destination in the continental United States. Shipments outside the contiguous 48 states will be freight collect from exit port. Exception for Canadian shipments; see the section on Canadian orders. Great Openings will select the mode and carrier of shipment.

- Partial shipments may be necessary and are at the discretion of Great Openings.
- Great Openings cannot guarantee exact time of delivery.
- Any charges resulting from late deliveries beyond our control are not the responsibility of Great Openings.
- Ship dates contained in order acknowledgements are estimated and not guaranteed.

Great Openings will often consolidate orders to maximize shipping efficiency. In these situations, a customer's designated ship date may change, though Great Openings will make every effort to ensure that requested delivery dates are still met.

Product Holding Fees

Once an order enters production, it is not possible to stop production on that order if a last-minute request is made to delay shipment. If it is absolutely necessary to hold the product at Great Openings for a later ship date, a holding fee of \$7 net per pallet or \$100 net per trailer will be assessed each week and partial week until the product ships.

Storage and Returns

Great Openings will not accept returned goods, nor will we hold produced orders for later shipment. Weekly storage fees will be the responsibility of the purchaser on any delayed shipment of a produced order.

Claim Policy

It is the purchaser's responsibility to examine goods upon receipt and to notify Great Openings customer service with any concerns. Any claims against Great Openings for apparent defects, errors, or shortages must be made by the purchaser within five (5) working days after any delivery. Failure by the purchaser to make any claim against Great Openings within (5) days shall constitute acceptance of the goods and waiver of any apparent defects, errors, or shortages.

Freight Damage Claims

Great Openings' terms are FOB destination, Great Openings is not responsible for damage that occurs in transit. All Great Openings' products are carefully inspected prior to shipment. The carrier signs for all goods received in apparent good order.

It is the buyer's responsibility to inspect goods upon receipt for both apparent and concealed damage. In the rare instance where shipping damage is found, we ask the purchaser NOT to refuse shipment. Accepting shipment will give us more opportunities to remedy the situation through parts (fronts, tops) replacement and within the guidelines of the stated terms.

Claim and Replacement Policy

In the case of documented shipping damage, Great Openings will file a claim with the carrier and issue at no charge any replacement parts or product only if the purchaser meets the following conditions:

- Product is shipped via a Great Openings designated carrier
- Accept the shipment
- Retain packaging
- Inspect the shipment and document damage on the bill of lading
- Contact Great Openings immediately upon

discovery and documentation of damage

Failure of purchaser to meet these conditions will prevent Great Openings from obtaining carrier reimbursement and thereby require us to charge full price for product replacement.

Concealed Damage Policy

Concealed damage (damage discovered after acceptance with no bill of lading documentation) should be reported to Great Openings immediately upon discovery. Please retain packaging and request carrier inspection immediately. Carrier liability ceases 15 calendar days after receipt of shipment. Great Openings will investigate on a case by case basis. In any case, Great Openings assumes no liability beyond the 15-day carrier liability and reserves the right to apply no remedy and/or various remedies dictated by individual event circumstances.

The buyer may make **NO DEDUCTION UNDER ANY CIRCUMSTANCES** ensuing from freight claims when settling invoices with Great Openings.

Service

Please contact Great Openings with any service concerns:

Great Openings
902 E. Fourth Street
Ludington, MI 49431
Ph: 888-712-8582