



ASTA DOOR CORPORATION

4255 McEver Industrial Drive
Acworth, Georgia 30101
Phone: (770) 974-2600
Fax: (770) 974-1455
Website: www.astadoor.com

Terms and Conditions of Sale

All sales of goods, products, accessories and services (the “Products” and “Services”) by Asta Industries, Inc. d/b/a Asta Door Corporation and Atlanta Door Corporation (“Asta”) to the undersigned purchaser (“Buyer”) are subject to the following Terms and Conditions:

PRICES: All prices are subject to change without notice in the event of any changes in cost of materials or labor, specifications, quantities, delivery schedules, customs duties, other factors beyond Seller’s control, or, in the event of delays caused by instructions of the Buyer, or failure of the Buyer to provide Seller adequate information. If color is not specified at time of quote, prices are quoted as Polar White. Prices and, in some cases, warranties vary by color. Door products are measured as “opening width” by “opening height”, unless otherwise specified. Seller reserves the right to change contract and proposal prices due to changing steel market prices that are passed along by our steel suppliers.

PAYMENT: All invoices from Asta to Buyer are immediately due and payable in full, without discount, upon receipt, but in no event later than thirty (30) days following the invoice date. Any delinquent payments more than thirty (30) days past due from the date of invoice shall bear interest at the rate of 1.5% per month (18% per annum) or the highest permitted legal rate, whichever is less accruing daily. If any payments due from Buyer under any Agreement are collected by or through an attorney at law or collection agency, Buyer agrees to pay Asta for all costs of collection including, without limitation, reasonable attorneys’ fees incurred by Asta.

GRANT OF SECURITY INTEREST: Notwithstanding any other provision in these Terms and Conditions to the contrary, Buyer acknowledges and agrees that in the event Asta delivers the Products to Buyer prior to Buyer paying all amounts owed to Asta for the purchase price of the Products, Buyer grants to Asta a security interest in and to the Products to secure Buyer’s payment of the full amount of the purchase price owed to Asta for the Products. Asta is hereby authorized by Buyer to file, at Buyer’s expense, such financing statements and other documents in all public offices deemed necessary or appropriate by Asta to evidence Asta’s security interest in the Products, without Buyer’s signature and, if a signature is required by law, Buyer appoints Asta as Buyer’s attorney-in-fact to execute such financing statements and other instruments, and Buyer further agrees, if necessary, to execute and deliver any statement or instrument requested by Asta for such purpose.

SHIPMENT & DELIVERY: Buyer is responsible for all delivery, shipping and transportation charges. Shipments are sent F.O.B. – Asta’s warehouse. Buyer assumes all risk of loss at the time the Products leave Asta’s warehouse for delivery to Buyer or once Buyer pays the entire purchase price for the Products, whichever is earliest. Notwithstanding the foregoing, in the event that Delivery of the Products is delayed by any act or omission of Buyer, then any Products held for the Buyer shall be at the risk and expense of the Buyer. Buyer shall pay Seller storage fees equal to five percent (5%) of the invoice value of the stored Products per month or part thereof. Buyer shall dispose of the packing materials for Products at its own expense, and shall defend, indemnify and hold harmless Seller from any legal obligations in connection with such packing waste. Back Orders must be prepaid when less than a minimum freight shipment. Freight rates are subject to fuel surcharges at the time of shipping and invoicing.

DAMAGE OR LOSS IN SHIPMENT: Asta shall not be responsible for damage or loss in transit and the Buyer must make all claims directly to the carrier. Claims for shortages must be made in writing within ten (10) days after receipt of the shipment by the Buyer, and failure to give Asta written notice within that period shall be qualified acceptance of the Products and a waiver of all claims.

SPECIAL ORDERS: Buyer acknowledges and agrees that all Products which are considered “Special Orders” are specially designed and custom built by Asta, and that Asta takes immediate steps upon execution of shop drawings to design, order, and construct those items. Therefore, Buyer is responsible for, and hereby agrees to pay, the full purchase price for all “Special Orders” immediately upon signing Asta’s written quotation(s) and/or proposal(s) for such items. In Asta’s sole discretion, Asta may waive all or part of the purchase price if no substantial work on the “Special Order” has yet been completed.

CANCELLATIONS: In the event that Buyer cancels the Order for Products, Buyer agrees to pay for any and all costs of manufactured material/freight/tax and other direct costs pertaining thereto.

PRODUCT RETURNS: All Product returns must be accompanied by a completed Return Goods Authorization (“RGA”) Form and RGA number, which will be provided by Asta to Buyer upon request for an eligible return. The RGA number must be printed on the outside of the package or it may be returned to Buyer. No credit will be authorized on the following claims: (1) returns out of warranty (expired or void); (2) returns without a proper RGA number; (3) “Special Orders,” except as determined in Asta’s sole discretion (discussed above); and (4) non-Asta items (i.e., products manufactured by other companies which are not approved by vendor). Credit or exchange will be issued to Buyer upon Asta’s inspection and approval. All returns must be shipped freight prepaid. ASTA reserves the right of final approval on all returns.

CLAIMS: Buyer agrees to examine all Products and Services, invoices and statements promptly upon receipt from Asta. All Buyer claims regarding material deviations in the Products or Services from specifications contained in an Invoice or other written agreement between Buyer and Asta shall be brought by Buyer in writing within ten (10) days following Buyer’s receipt of the Products or Services. No such claims brought by Buyer after such ten (10) day period shall be valid and such Products and Services shall be deemed accepted by Buyer in all respects.

PRODUCT CHANGES: Asta reserves the right to make changes or improvements to its Products or accessories without notice and without incurring any obligation to make similar changes or improvements to Products previously purchased by Buyer.

DESIGN RIGHTS: Buyer recognizes that the Products have been designed and built through expenditure of substantial time and money by Asta, and Buyer agrees that Asta shall retain all intellectual property rights, including but not limited to any trademarks, copyrights, and patents, in all Products that have been developed or manufactured by Asta. Buyer further agrees not to make drawings of the Products or any portion thereof, reverse-engineer the products, or permit others to do so, and will not duplicate or conspire in the duplication of the Products or manufacture goods that are substantially similar to the Products.

LIMITED WARRANTY: THE SOLE AND EXCLUSIVE WARRANTY PROVIDED BY ASTA IS THE “TWELVE MONTH LIMITED WARRANTY” THAT IS PROVIDED TO THE BUYER IN WRITING AT THE TIME OF PURCHASE (IF APPLICABLE). ASTA MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ANY OTHER RIGHT, WHICH THE BUYER MAY HAVE, INCLUDING ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS LIMITED IN DURATION BY THE DURATION OF THE TWELVE MONTH LIMITED WARRANTY. THIS PROVISION SHALL SURVIVE TERMINATION OF THIS AGREEMENT. ANY UNAUTHORIZED MODIFICATIONS OR ALTERATIONS TO AN ASTA PRODUCT WILL VOID THE WARRANTY.

LIMITATION OF LIABILITY: IN NO EVENT SHALL ASTA BE LIABLE TO CUSTOMER OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFIT OR GOODWILL, FOR ANY MATTER ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ITS SUBJECT MATTER, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE, EVEN IF ADC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ASTA’S TOTAL LIABILITY FOR DAMAGES SHALL BE LIMITED TO THE TOTAL PURCHASE PRICE PAID BY BUYER TO ADC FOR THE SPECIFIC PRODUCTS OR SERVICES GIVING RISE TO SUCH POTENTIAL LIABILITY. THIS PROVISION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

INDEMNIFICATION: Buyer agrees to indemnify, defend and hold harmless Asta from and against all claims, actions, causes of action, damages, losses, liabilities, costs and expenses, including reasonable attorney’s fees, whether or not now or hereinafter known, suspected or claimed, by reason of any matter, cause or thing which Asta may incur, or which may be asserted against Asta by any person or entity relating or pertaining in any manner or way, directly or indirectly, to Buyer’s performance of its obligations under this Agreement; provided, however, that this Indemnity shall not apply to any willful misconduct by Asta.

NO THIRD PARTY BENEFICIARIES: This Agreement shall not be construed to confer any rights or remedies upon any person not a party thereto, whether as a third party beneficiary or otherwise, against Buyer or Asta, their respective successors, assigns, and affiliates. Notwithstanding the foregoing, all employees, contractors, officers, shareholders or affiliates of Asta that are engaged in providing the Products and Services hereunder, shall be third party beneficiaries and shall receive the benefits of the limitations of warranty provisions, indemnification provisions, and limitations of liability provisions hereunder.

ASSIGNMENTS: Buyer may not assign this Agreement/Contract without the prior written approval of the Seller.

ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties and supersedes any and all prior understandings and agreements between the parties related to the subject matter hereof. There are no representations, warranties, promises or inducements or other agreements between the parties in connection with the subject matter thereof, except as specifically set forth herein. No amendment or modification of these terms and conditions shall be valid or binding unless made in writing and duly executed by all parties hereto.

WAIVER: No delay or failure to exercise any right or remedy provided for herein shall be deemed to be a waiver thereof or acquiescence in the event giving rise to such right or remedy, but every such right and remedy may be exercised from time to time and so often as may be deemed expedient by the party exercising such right or remedy. The rights and remedies herein provided are cumulative and not exclusive of any provided by law.

NOTICE: All notices to Asta which may or are required to be given pursuant to this Agreement, including but not limited to any Warranty claims, shall be made in writing and delivered via certified or registered mail - return receipt requested, and addressed to Asta at the following address:

**Asta Door Corporation
4255 McEver Industrial Drive
Acworth, Georgia 30101**

GOVERNING LAW: The Buyer agrees that this Agreement shall be governed solely by and construed in accordance with the laws of the State of Georgia.

FORUM SELECTION: Buyer agrees and consents that the Court of the State of Georgia having jurisdiction in Cobb County or any Federal District Court having jurisdiction in Cobb County, Georgia, shall have jurisdiction over and shall be the proper venue for the determination of any and all controversies and disputes arising under this Agreement.

Buyer's Legal Name _____ Date: _____

By: _____ Title _____ Signature _____

*Must be signed by a Corporate Officer or Owner

(Office Use Only: ___ Check here if Personal Guaranty Form is required)