

MATRIX CAB PARTS INC.

All the information contained herein is assumed to be accurate, however, no responsibility is assumed by Matrix Cab Parts, Inc. Matrix Cab Parts, Inc. @ 1995 All rights reserved. Reproduction of any part of this publication without the written permission of Matrix Cab Parts, Inc. is a violation of applicable laws. Matrix Cab Parts Inc. is not responsible for any typographical errors.

GENERAL STATEMENT OF SERVICES

We specialize in both supplying and manufacturing quality Melamine, Wood, Laminate, Veneer, ETC. Cabinet/Closet parts, components, free form radius work as well as a full line of cabinetry that are manufactured to your specifications. These products are sold to Cabinetmakers, Contractors, Manufacturers and Wholesalers who provide cabinet materials. Matrix Cab Parts, Inc. has over 20 years' experience. Take advantage of our experience and quality to meet your special needs and our fully automated CNC machinery.

TERMS AND CONDITIONS OF SALE

All sales are expressly conditioned on applicant's agreement to the terms and conditions set forth below. Any order or statement of intent to purchase goods, or any direction to proceed with procurement or shipment constitutes applicant's agreement to these terms and conditions set forth. Matrix Cab Parts, Inc. hereby gives notice that it objects to any additional or different terms or conditions set forth in applicant's purchase order or other communication. No additional or different terms shall apply unless expressly agreed to in writing, signed by an authorized officer of Matrix Cab Parts, Inc. Matrix Cab Parts, Inc. reserves the right to change or modify these terms and conditions at will, with or without notice.

GENERAL INFORMATION

Note: Matrix Cab Parts, Inc. reserves the right to only manufacture when orders are placed on the provided Matrix Cab Parts Inc. order forms completed in accompaniment with Matrix Cab Parts Inc. current catalog. If desired selection is not available in the current catalog a custom order form must be submitted with detailed drawings of elevation, top view, cross section and a 3 dimensional drawing. (One cabinet or part per one custom order form page.) An additional processing charge will apply to custom orders.

Matrix Cab Parts Inc. will only accept written orders. (If a customer insists and/or convinces a Matrix representative to accept a verbal order, or an order that is not on Matrix Cab Parts Inc. order forms, and if Matrix makes a wrong assumption on the order, the customer will be solely responsible for any type of error caused by either party.) All orders are required to go through our credit department prior to release of production. Orders placed today will be on the saw by the following morning... pending a 50% deposit. Therefore, all changes must be made on the same day the order is placed, orders changed after that will be subject to a charge for time and material. Rush orders are sent to the saw immediately and are subject to a 10% minimum additional charge. Any change made to a rush order will require a charge for time and material (a minimum \$25.00 clerical fee will be assessed per change)

Matrix Cab Parts, Inc. reserves the right to change prices at any time with or without notice. Call for current pricing when placing orders. Any special quotes will be valid for 15 days

SHOP DRAWINGS, SUBMITTALS & JOB PROCESSING

If Matrix Cab Parts, Inc. is given a verbal and/or written approval to produce shop drawings and/or submittals, this will be interpreted that Matrix is being awarded the project. Matrix holds the first right of refusal for the project. If Matrix refuses the job then Matrix will be eligible for the cost of the shop drawings/submittals and for the cost in researching of products and samples. If the project/and or portion of the job has been pulled, rejected or canceled from Matrix, then Matrix will be eligible for all costs incurred up to date plus potential profit on the project. Under no circumstances does Matrix give any authorization for shop drawings/submittals to be used by other shops or companies. Matrix will only release its rights to the shop drawings/submittals once they are fully paid for. This release will be in writing from Matrix not verbal or assumed.

SUBCONTRACTOR SERVICES

We will delegate some services to subcontractors, such as delivering, detailing, installation etc. These service options have been chosen as a convenience to our customers. Matrix Cab Parts Inc. is not affiliated with these companies. Customers are responsible to check all evidence of current licensing, insurance, bonds etc. (You are advised to check the quality of the work performed by the subs.) Customers have every right to reject these services prior to start date. If there is any personnel injury loss or damage in conjunction with these subs and the customer, Matrix Cab Parts Inc. is not responsible what so ever. Matrix Cab Parts Inc. solely acts as a collecting and scheduling agency for these subs.

TERMS AND PAYMENTS

COD accounts are subject to 50% deposit on all orders prior to production and the final 50% upon will call. **Open accounts** are subject to approval by our credit department. The buyer agrees that if credit is granted by Matrix Cab Parts, Inc. the buyer will be responsible for all invoices presented. A finance charge of 1 1/2% per month or 18% per annual will apply on all past due invoices. Once an open account is established, Matrix reserves the right to end the terms if deemed necessary without warning and/or notice. Customer then would be responsible for paying for orders in full before picking up. All non-stock special orders may require a 100% deposit prior to ordering. If in the judgment of Matrix Cab Parts Inc., the applicants financial condition at the time of shipment does not justify the terms previously listed, Matrix Cab Parts Inc. reserves the right to require full payment in cash prior to shipment or delivery of goods.

PRE-LIM TERMS, REQUIREMENTS.

Matrix reserves the right to hold lien rights in an attempt to collect on any unpaid invoices. Matrix requires COD accounts with orders of \$10,000.00 or more to provide preliminary information for the job that is being ordered. Matrix can request accounts with open terms to provide preliminary info on any job. Matrix reserves the right to be provided with the preliminary information within 5 days of request. Customer has the option to opt out of providing preliminary information, however in such case the job must be paid in full upon ordering.

WILL CALL NOTES/CHARGES

Orders placed for will-call should be picked up on schedule. Matrix Cab Parts, Inc. will not be responsible for parts/components not picked up within 15 days of their scheduled pick up date. Orders not picked up and left on our shop floor for more than 3 days will be subject to a daily storage fee every day after. Buyer is responsible upon will call to check their order for quantity, size, third party agency specs such as WIC and craftsmanship. Any corrections should be identified to our Customer Service in writing. (Matrix is not liable for any such failed inspections on cite.) Customer is also responsible to protect and secure their load. If customer chooses to will call an order with 2 or more pick - ups instead of one, due to customer convenience, back orders, changes and/or errors etc. Matrix shall not be held responsible for any additional costs such as transportation, additional labor or delays to project and/or any penalty charges etc. (Order must be paid in full upon first pickup.)

SHIPPING AND DELIVERY

Buyer shall pay all shipping and freight costs. Delivery shall be F.O.B. seller's plant. All risk of loss or damage shall pass to buyer upon seller's delivery to carrier or buyer's vehicle.

Matrix Cab Parts, Inc. is not liable for loss or damage in shipment. Damage or shortage must be noted upon receipt and countersigned by the delivering carrier's agent. Any claims must be reported in writing to Matrix Cab Parts, Inc. within 3 days. Any failure to inform Matrix Cab Parts, Inc. or use of the material in any way shall be conclusive that Matrix Cab Parts, Inc. has satisfactorily performed. Matrix Cab Parts Inc. reserves the right to make partial shipments. Backorders will be sent at the discretion of Matrix Cab Parts, Inc. unless the customer has specified "ship complete" or has otherwise specified. Shipping dates are estimated based on supplier information and shall not be deemed to be fixed or guaranteed. Matrix Cab Parts, Inc. shall not be liable to customer or end user for any claims arising from delay in shipment or delivery.

CONSTRUCTION METHOD:

All cabinets are constructed with full captive backing, confirmat screws on unfinished ends and dowel construction for finished ends, **Matrix holds an inside tolerance**. Sheet goods such as imports are not held to a true size. For example if an import constructed box is ordered at 24" in width, Matrix holds the inside tolerance to 22.5" this allows drawer boxes and accessories to properly function. Which means the outside tolerance will most likely be 23.875" The same goes for laid up panels except the tolerance is exceeded, so for a 24" box, it will most likely be 24.125". It is the customers' responsibility to take this into consideration prior to ordering and not to make an assumption on construction methods, gap tolerance, size tolerance and door and drawer front gap tolerance. (Matrix holds the right to undersize the depth by 1/8" for better optimization on import & veneer sheet goods)

RETURNS GOODS:

Matrix Cab Parts, Inc. requires the invoice number, date, list of items, and the reason for the return. Matrix Cab Parts Inc. reserves the right to inspect all merchandise prior to authorizing any returns.

Custom manufactured products and special orders are not returnable what so ever.

Defective Items: All adjustments will be made in accordance with the manufacturer's warranty. Realizing warranties vary depending on the supplier.

Stock Items: As a convenience to our customers; current stock items that Are complete and in the original package will be eligible for a refund if within 10 days from date of purchase, after 10 days store credit will be issued. No returns, refunds or store credit past 30 days from date of purchase.

Goods must be returned freight prepaid. A min of 20% restocking / handling charged will be assessed.

RESPONSIBILITY

Matrix Cab Parts, Inc. assumes no liability for damage to person or property caused by merchandise bought from or through us .Some goods sold are products of another source and not of Matrix Cab Parts, Inc. Matrix Cab Parts shall use reasonable efforts to obtain from manufacturer (in accordance with manufacturer’s warranty) the repair or replacement of goods defective in workmanship or material. This shall constitute the exclusive remedy of customers. Matrix Cab Parts, Inc. makes no warranties, either, written, oral, or implied or statutory relating to any goods beyond this continue paragraph and makes no warranty merchantability or fitness for a particular purpose.

DISCLAIMER OF FISCAL RESPONSIBILITY:

Seller will not be responsible for any expenses incurred by or to buyer due to delays in shop production, delivery, installation at the job site, assembly time due to incorrect parts, millwork on parts and doors supplied by customer, delays for warranty parts or any other situation not listed in the general; terms and conditions.

GOVERNING LAW: The laws of the state of California shall govern all transactions.

PERSONAL GUARANTEE

IN CONSIDERATION FOR THE EXTENSION IN CREDIT AND THE SALE OF, TOOLS, HARDWARE, MOULDING AND THE LIKE AND/OR THE MANUFACTURING OF CABINETRY, COUNTER TOPS ETC. TO THE FOR NAMED FIRM, I/WE INDIVIDUALLY AND JOINTLY AGREE GUARANTEE PAYMENT OF ALL OBLIGATIONS DUE AND OWING BY SAID FIRM AN INDIVIDUAL TO YOU. ANY LIABILITY OF THE UNDERSIGNED SHALL NOT BE AFFECTED BY ANY COMPROMISE, SETTLEMENT OR ANY VARIATION OF TERMS OF ANY SALES OR MANUFACTURING CONTRACT MADE BY THE PURCHASER. THE UNDERSIGNED WAIVES NOTICE OF ACCEPTANCE, NOTICES OF NONPAYMENT, AND NON PERFORMANCE AND NOTICES OF ANY OTHER KIND AND NATURE, AND WAIVES THE RIGHT TO REMOVE ANY ACTION BROUGHT UPON THIS GUARANTEE FROM THE COURT ORIGINALLY ACQUIRING JURISDICTION. TITLE AND RIGHT OF IMMEDIATE POSSESSION OF THE ABOVE DESCRIBED PROPERTY REMAINS WITH THE SELLER UNTIL FULL AND COMPLETE PAYMENT OF THE AMOUNT HAS BEEN MADE. THIS SHALL BE AN OPEN AND CONTINUING GUARANTEE, NOTWITHSTANDING ANY CHANGES, REMOVALS, EXTENSIONS OR THE LIKE, GRANTED BY SELLER. INVOICE PAYABLE UPON PRESENTATION. ACCOUNTS MORE THAN 30 DAYS PAST DUE BEAR INTEREST AT LEGAL RATE. SHOULD IT BE NECESSARY TO TAKE LEGAL ACTION TO ENFORCE ANY OBLIGATIONS HEREIN, PURCHASER AGREES TO PAY ALL ATTORNEY AND COURT FEES.

I HAVE READ AND UNDERSTAND ALL INFORMATION HEREIN AND ACKNOWLEDGE THAT BY PLACING MY FIRST ORDER AND PAYING IN FULL I AM ACCEPTING ALL TERMS SET FORTH IN THIS AGREEMENT.

NAME _____ SIGNATURE _____ DATE _____

TITLE _____ D.L.# _____ SS# _____ PHONE# () _____