

## SADEV USA CUSTOM ENGINEERED PROJECTS STANDARD TERMS AND CONDITIONS

**MATERIALS:** Only the materials and services explicitly listed on the quotation are included in the price.

**DESIGN:** SADEV USA recommends that an initial design review of the project be performed. Design reviews are priced separately and are due on completion of the review. All material and final engineering costs will be based off this review when completed.

*Any project that SADEV USA has not been contracted to perform a design review will be quoted based on the information provided on the drawings submitted at the time of bid. Pricing can change based on preliminary engineering that can affect materials or added coordination to resolve conflicts between the original architect's design intent and performance requirements.*

### ENGINEERING:

- Drafting scope includes a single set of submittal design drawings with one revision included.
- Additional revisions will be charged at a rate of \$85 per hour and can be bid prior to work or billed on time.
- Final set of calculations (*if included above*) will be stamped and submitted with final approved drawings (*if included above*).
- All drawings and calculation reports including final set will be sent electronically.

### EXCLUSIONS:

- Contract administration & coordination of any LEED requirements.
- On-site surveying, installation coordination, or supervision of labor. Installer is responsible for all on-site measurements and verification of drawing dimensions.
- Design of any electrical or HVAC requirements.
- Structural review of the concrete or foundation.
- Structural review of any building structure not provided in this quotation.
- Exterior or interior finish claddings.
- 3D CAD or renderings (unless specified in quotation).
- Determining the glass strength reduction factors due to frit, etchings, sandblasting, etc.
- Design or detailing of other manufacturer's systems.
- Design of maintenance systems or safety tie-offs.
- Design of embeds or anchors not provided by SADEV USA unless specified on the quotation.
- Perimeter/Base channels, claddings, doors, and frames unless specified on the quotation.
- Silicone sealants, miscellaneous screws, setting blocks, unless specified on the quotation.

### OPTIONAL SERVICES:

**MEETINGS:**

- If requested by the client, the project engineer can attend meetings on-site or at the architect's office (see fee schedule).

**CHANGE ORDERS:**

- The client will be notified, if additional services are required due to repetitive design or scope changes, material and finish changes, and/or fabrication alterations after original bid.
- Approval for additional services must be received in writing before work will commence.

**FEE SCHEDULE:**

- Hourly fees for engineering work will be billed at \$85 per hour.
- Travel time will be charged as an 8 hour day per day plus travel expenses. Travel expenses consist of airplane tickets plus up to a \$400 per day allowance for hotel and per diem. Travel miles with an employee's car are billed at the current tax deductible rate.

**TERMS AND CONDITIONS FOR DESIGN AND ENGINEERING:**

1. The customer is responsible for the review and approval of the drawings provided by SADEV USA. All site mark-ups and notes will be noted on the working set of drawings provided by SADEV USA. The final set of drawings for installation and production will be signed off by the customer prior to procurement of materials.
2. Document ownership: Client shall provide SADEV USA with a complete set of project documents. SADEV USA will not be responsible for coordination of information not provided to SADEV USA in a timely manner.
3. SADEV USA is not responsible for defects in craftsmanship for materials engineered by but not supplied by SADEV USA.
4. Liability: The amount of liability will be limited to the amount of the fee charged by SADEV USA.
5. Attorney fees and collection costs: In the event it becomes necessary to refer unpaid invoices for engineering services to an attorney or collection agency, then in addition to any amount due to SADEV USA, SADEV USA will be entitled to recover its cost of collection, which includes attorney's fees.
6. See our Standard Terms and Conditions regarding products and delivery.

**TERMS OF PAYMENT FOR ENGINEERING SERVICES:**

1. All engineering will be paid prior to submitting final stamped calculations and drawings.
2. Work lasting longer than 30 days from start of work will be progress billed for the time and materials involved to that point.

**INFORMATION REQUIRED**



*It is the customer's responsibility to provide the following prior to work commencing:*

- The most current design drawings (dwg / pdf) and related specifications.
- All related structural steel and concrete drawings (dwg). **SADEV USA will not commence with engineering drawings based solely on architectural or other non-structural design drawings in relation to this projects scope of work. Only general details and cut sheets will be provided prior to receipt of final engineered set of all related structural drawings. If CAD files are not available additional fees may apply if these areas need to be redrawn. If submittal drawings are required prior to completion of final structural drawings any changes that result in modification to the original design will be billed separately (see fee schedule). One revision is included for site verification of drawings.**
- Any loading requirements which vary from ASCE 7, IBC, or local and state building codes.
- Glass supplier to provide any strength reduction factors due to glass surface treatments.
- If architect design drawings do not indicate the current design then the design shall be based upon concept drawings provided by SADEV USA at the time of quotation.

**ADDITIONAL INFORMATION REQUIRED:**

*The following information will be required prior to engineering if not provided in the project documents:*

Project loads as specified by the project engineer:

1. Wind loads – Wall \_\_\_\_\_ Corner \_\_\_\_\_ Uplift (canopy) \_\_\_\_\_
2. Snow (horizontal and sloped glazing) \_\_\_\_\_
3. Live deflection loads (floors, stairs, etc.) \_\_\_\_\_
4. Blast, seismic, or other \_\_\_\_\_

\_\_\_\_\_

Glass type make-up (if not listed on drawings)

1. \_\_\_\_\_
2. \_\_\_\_\_

Please list any relevant manufacturers and part numbers not supplied by SADEV.

(ex. doors, channels, etc. not included in this bid)

Manufacturer	Part#
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____



*SADEV does not assume liability for components not supplied by SADEV. All items must be used in accordance with the manufacturer's guidelines. Guidelines set by the manufacturer will supersede those shown on drawings submitted by SADEV unless stated by the manufacturer of origin.*

Please supply SADEV USA with the following:

- Current set of project drawings.
- Current set of project specifications.
- Current set of structural drawings (dwg file) that pertain to SADEV USA's scope of work.
- Warranty and performance requirements.
- Any project specific submittal requirements.

*Any information not supplied prior to SADEV USA being released may result in a change order and delays if the design needs to be altered in any way.*

Agreement of Terms & Conditions of Engineering:

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

*Please See Terms & Conditions for products and materials supplied by SADEV on following pages.*

## SADEV USA Material Terms and Conditions

- 1. Price.** Unless otherwise expressly established, all prices here will be the Seller's prices prevailing at the time of shipment notwithstanding any prior prices quoted or entered.
- 2. Payment Terms.** Standard product strictly Net thirty (30) days. Custom fabricated work 30% at time of order, 30% at approval of manufacturing drawings, balance strictly Net thirty (30) days. The seller reserves the rights to withhold further deliveries to the buyer until full and final settlement has been made to the seller's satisfaction of any monies outstanding against the buyers account. A minimum order charge of \$40.00 will be applied to all invoices raised by the seller irrespective of order value.
- 3. Interest.** Interest shall accrue on all outstanding accounts not paid within thirty (30) days from the date of the Sellers invoice at the rate of one and one-half percent (1 ½%) per month. (Annual percentage rate of 18%)
- 4. Responsibility.** The Seller shall not be responsible for freight, transportation, insurance, shipping, storage, handling, demurrage or any similar charges. If such charges are, by the terms of the sale included within the agreed price any increase in rates becoming effective after the date of acceptance of order hereof shall be for the account of the buyer. All sales, excise, local or the Buyer in addition to the agreed purchase price shall pay state taxes imposed by the Federal, State or local government authority on the sale of the merchandise or service referred to on the Sellers invoice. The Seller will not be liable for any delay in the performance of orders, or contracts, or in the delivery or shipment of goods, or for any damages suffered by the buyer by reasons of such delay, when such delay is, directly or indirectly, caused by or in any manner arises from fires, floods, accidents, riots, acts of God, war, government interference or embargoes, strikes, labor difficulties, shortage of labor, fuel, power, materials, or supplies, transportation delays, or any other cause or causes (whether or not similar in nature to any of these herein before specified) beyond its control. All orders, or contracts are accepted with the strict understanding that they are subject to the Sellers ability to obtain the necessary raw materials, and all orders or contracts, as well as shipments applicable thereto, are subject to the sellers current production schedule, governmental priorities, and other government regulations, orders, directives and restrictions that may be in effect from time to time.
- 5. Non-Cancelable.** All orders or contracts received and acknowledged are binding upon the buyer and seller and are not subject to cancellation, except as otherwise provided herein. All custom fabricated orders where a deposit has been taken and manufacturing has commenced cannot be cancelled without the prior consent of the seller and at the forfeit of the buyer's deposit, plus any additional costs incurred by the seller as a result of costs, or charges imposed by third parties on the sellers account.
- 6. Installment Shipments.** Unless otherwise expressly stated, the seller shall have the right to make delivery in installments. All installments shall be invoiced separately and paid as billed without regard to subsequent deliveries. Failure to pay for any installment when due shall excuse the seller from making further deliveries. Delay in delivery of any installment shall not relieve the buyer of his obligation to accept further deliveries. Shipments shall be treated as separate and independent orders or contracts. If the buyer fails to fulfill its payment terms under this or any other order or contract of the seller or if the sellers shall have reason to be concerned about the financial responsibility of the buyer, the seller has the option to (a) defer making further shipments and/or defer scheduling production or material until payment is made, and/or the buyer has satisfied the seller of its financial responsibility, or (b) cancel this and/or any other orders and contracts of the buyer without further liability. Any failure by the seller to exercise its option there under shall not constitute a waiver of its right to exercise said option at any future time.
- 7. Warranty.** The seller warrants title of all goods delivered or in manufacture relating to the buyers order until full and final settlement of account has been made. The seller warrants to the buyer that the goods will be manufactured in a workmanlike manner and in accordance with the controlling specification subject to the seller's standard manufacturing variations and procedures.
- 8. Limitations on Warranty.** Except for the warranties expressly set forth in writing on the face or reverse side of this document or on any document pertaining to the contract between the seller and buyer. The seller makes no warranty, expressed or implied and any implied warranty of merchantability or fitness for a particular purpose which exceeds the warranties herein expressly set forth is hereby disclaimed by the seller and excluded from this agreement.
- 9. Liability.** The buyers remedy with respect to any purchase furnished by the seller, shall be limited exclusively to the right to repair or replacement of such product or the repayment of the purchase price thereof at the seller option. The buyer's sole remedy for non-delivery or repudiation by the seller is limited to the difference between the agreed contract price and the market price of the goods sold. The buyer shall not be entitled to recover consequential, incidental, liquidated or associated costs, or damages as those terms defined by the Uniform Commercial Code resulting from or occasioned by a breach by the seller, including but not limited to the delivery of defective material, non-delivery or repudiation.

**10. Claims for defective Merchandise.** The buyer shall inspect all product delivered, hereunder within five (five) days from the date of receipt and shall notify the seller in writing of all complaints for errors, deficiencies, imperfections, or shortages within the said five (5) day period.

**11. Return of Merchandise.** The seller will not accept the return of materials for either credit or replacement without its prior consent for such return in writing. All returns of merchandise by the buyer are at the express cost of the buyer and cannot be deducted from the sellers invoice.

**12. Risk.** The risk of loss or damage shall pass immediately to the buyer from the seller upon its tender of delivery to the carrier at the seller's plant regardless of the delivery terms. Only carriers, and not the seller, are to be held responsible for materials lost or damaged in transit and in case of such loss, the buyer alone is responsible from written notice of the loss to the agent of the carrier at destination in order to substantiate a claim against the carrier.

**13. Transportation** Prices are F.O.B. Keokuk, Iowa. The carriers are responsible for material lost or damaged in transit, and in case of loss or damage en route, the buyer must immediately give written notice to the carriers agent at destination in order to substantiate a claim against the carrier.

**14. Buyers Delay.** Any order or contract under which shipment is delayed due to the responsibility of the buyer or his agent including, but not limited to, delays under condition No. 7 above, shall result in storage and /or delay charges to his account.

**15. Default.** In the event the buyer defaults in the payment for products furnished hereunder or in its performance of any other duty or condition of this sale imposed on the buyer, the seller shall, in addition to all other rights and remedies available under this document the uniform Commercial Code or other applicable law or regulatory, be entitled to obtain all its costs including legal fees and other expenses which the seller expands or incurs from the collection and satisfaction of the obligations due from the buyer hereunder, regardless whether a lawsuit is brought by the seller for such collection.

**16. Non-Waiverable.** The forbearance of the Seller to enforce any conditions herein or to exercise any right accruing from any default of the buyer shall neither affect, impair, or waive the rights of the seller to insist upon full performance of the buyer hereunder, nor constitute a waiver of future performance hereunder, regardless of any prior deviations by the buyer

**17. Agreement.** The conditions contained in this acknowledgement and conditions of sale constitute the entire agreement between the parties, and no terms and conditions other than those stated herein, and no agreement or understanding, oral or written, in any way purporting to modify these conditions shall be binding upon the seller unless hereafter made in writing and signed by its authorized representative. Acceptance of the products sold hereunder shall constitute assent to these conditions and the seller hereby object to and rejects any and all additional or different terms proposed by the buyer, regardless whether contained in its purchase order, shipping release, or any other form or documents. All proposals, negotiations and representations if any, made prior and with reference hereto are merged herein.

**18. Law.** All orders or contracts are accepted and executed by the seller at its sales office in Keokuk, Iowa and shall be construed according to the laws of that state.

**19. Deposits.** All orders requiring specialist engineering and fabrication are subject to deposits regardless of credit standing.

**20. Restocking.** All orders, with the exception of custom manufactured orders are subject to a 25% restocking charge. Goods must be returned at the buyers expense and be of merchantable, resalable quality. All financial credits resulting from an agreed restocking approval being granted in writing by the seller will be made in the form of credit to the buyers account only.

**21. Custom manufactured Products.** The seller will not accept for return or credit products custom manufactured specifically for the buyer in accordance with pre-agreed manufacturing drawings. The seller will not commence manufacture of custom designed, or fabricated items until the buyer returns the sellers manufacturing drawings duly signed and approved, indicating the buyer's intent the seller should proceed with the manufacture of said items.

**Customer agrees to the TERMS AND CONDITIONS of this document with the acceptance of a PURCHASE ORDER by SADEV USA from the customer.**