

# WARRANTY INFORMATION

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## I MERCHANDISE OF INCORRECT SIZE, QUANTITY OR ORDER

Delta will, as its option, correct, repair or replace all merchandise sold and delivered by Delta which materially differs in size, quantity or style from that set forth in the written purchase order for such merchandise; provided that Delta has received written notice of such claim within forty-five (45) calendar days from the date of the ocean bill of lading, air waybill, or personal delivery to the customer's representative, as applicable. The customer must however, warehouse all such merchandise for a reasonable period, as determined by Delta to enable Delta to inspect, repair and/or dispose of same.

## II DELTA BRAND MERCHANDISE AND GENERIC MERCHANDISE (e.g. Glass)

1. **Not with standing** anything to the contrary contained herein, and except as otherwise provided in this paragraph, glass shall be warranted for a period of one-hundred-twenty (120) calendar days from the date of ocean bill of lading, air waybill, or personal delivery to the customer's representative, as applicable to be within Federal specifications DD-G-451D, as same may be amended from time to time. Glass stored in an area susceptible to moisture, seepage, humidity or other water damage SHALL NOT BE WARRANTED against staining or adhesion. DELTA PROVIDES NO OTHER WARRANTY WITH RESPECT TO GLASS. DELTA DOES NOT WARRANT against breakage of glass under any circumstance whatsoever. Delta may, at its sole option, insure glass on behalf of customers against total loss only.

## 2. HARDWARE

**A. Corrosion.** Unused merchandise in original packaging, which has not been subjected to moisture, seepage, humidity or other water damage, shall be warranted for one-hundred-twenty (120) calendar days from the date of ocean bill of lading, air waybill, or personal delivery to the customer's representative, as applicable. NO OTHER WARRANTY AGAINST CORROSION IS GIVEN.

**B. Defects in workmanship and materials.** Unused merchandise in original package which has not been subjected to moisture, seepage, humidity or other water damage, or squashing, dropping or other unusual handling or mishandling, shall be warranted for one (1) year from the date of ocean bill of lading, air waybill, or personal delivery to the customer's representative, as applicable, against defects in workmanship and material.

**C. Delta brand door closers.** Delta brand door closers shall be warranted against failure for thirty (30) months from the date of ocean bill of lading, air waybill, or personal delivery to the customer's representative, as applicable. Such closers will be replaced free of charge only upon submission of the adjusting screw of such failed closer.

**D. Screen and storm door closers (tube type).** Delta brand screen and storm door closers (tube type) shall be warranted for one-hundred-twenty (120) calendar days from the date of delivery.

## III BRAND NAME MERCHANDISE OTHER THAN "DELTA" BRAND

NO WARRANTY whatsoever is given by Delta on name-brand merchandise which is not of the "Delta" brand.

## IV GENERAL

Except, as otherwise specifically provided for above, Delta PROVIDES NO OTHER WARRANTY, expressed or implied, with respect to any merchandise. Notwithstanding anything to the contrary contained herein, in no event shall Delta warrant any products which are incorrectly installed or which have been damaged due to accident, misuse, abuse, improper installation or operation, lack of care, affixing of attachments not provided by Delta for the purpose of intended use, or loss of parts. Delta assumes no responsibility whatsoever for any special, incidental or consequential loss or damage, and nothing contained herein may be construed to such effect.

**THE WARRANTIES SET FORTH HEREIN ARE NOT INTENDED TO PRECLUDE, EXCLUDE OR CONFLICT WITH APPLICABLE LAWS OF THE JURISDICTION IN WHICH THEY MAY BE LEGALLY ENFORCED.**

## PAYMENT TERMS

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**Payment Terms:** Payment for all merchandise shall be made by the customer within thirty (30) days from delivery, unless such other terms are agreed in writing by the Company. Any payment or portion thereof which is not received within such time period shall automatically become past due and shall accrue interest at the rate of one percent (1%) per month.

**Restocking Charge:** The customer shall pay a restocking charge equal to ten percent (10%) of the cost of all merchandise returned by the customer for any reason; provided, however, that no restocking charge shall apply to merchandise which is defective, damaged or incorrectly supplied due to error by the Company.

**Warranty:** All merchandise is being sold in accordance with the Company's standard warranty, which has been provided to the customer.

**Collection:** The Company reserves the right to engage legal counsel in order to collect any past due amounts, and the customer shall be liable for any and all costs and fees incurred in connection therewith, including, without limitation, reasonable attorney's and paralegals' fees and costs