

# GENERAL TERMS AND CONDITIONS

## FALK PANEL LLC

1. All sales are subject to the standard terms and conditions of FALK Panel which can be found at [www.falk.com/en-us/terms-and-conditions](http://www.falk.com/en-us/terms-and-conditions)
2. Pricing within this quotation is based on Customer information and will be honored based on the Order Date. FALK will guarantee pricing provided the materials are received at the destination by the Delivery Protection Date, which follows the signatory line within this quotation.
3. Accessory unit pricing can be deleted if you feel you won't use what has been quoted.  
Note: substitution or modification to materials may impact performance and ability to receive a warranty.
4. Pricing is in USD and does not include applicable taxes. Applicable taxes, miscellaneous fees, or permits will be applied to all invoices.
- 5a. Standard Payment terms for existing Customers are: 20% deposit upon order, 80% billed on receipt. Payment is to be received in full, 30 days from the date of receipt.
- 5b. Standard Payment terms for new Customers are 20% deposit upon order and 80% prior to shipment to the destination.
6. Freight charges are estimated and based on Falk Panel LLC, 1782 Northridge Dr NW., Walker MI 49544. Final freight charges are to be determined following order confirmation, delivery schedule, and loading conditions. Freight is F.O.B. destination unless noted. Freight delays because of COVID-19 may occur and are beyond FALK Panels' control. FALK Panel is not liable for any delays caused by the COVID-19 or any other health pandemic.
- 6a. Customers providing their transportation will be assessed a \$500.00 logistical fee for material handling services associated with each truckload.
7. Shop drawings and detailing may not be included and will be an extra cost or quoted on request. This estimate is an approximation and is not guaranteed. The estimate is based on information provided by the Customer regarding project requirements. The actual cost may change once all project elements are finalized or negotiated. Before any changes of cost, the Customer will be notified. Estimate Valid for 30 days. (See Exclusions)
8. Structural framing, flashings, fasteners, caulking, and other miscellaneous parts are not included unless otherwise specified in the estimate or proposal. FALK Panel LLC shall not be responsible and/or held liable for any errors or omissions from the project specifications, drawings, or other documentation related to the project. (See Exclusions)
9. Manufacturing and Delivery Dates are contingent upon FALK Panel sourcing and acquiring critical raw materials. Customer milestones need to be met to provide a seamless solution. Critical Customer Milestones include:
  - 9a. Customer approval and return of key documents (Sales Orders, Structural Steel Drawings, Acknowledgments, Shop Drawings, Color Approvals, Deposits, etc.);
  - 9b. Customer non-standard color selections, gauge changes, and project scope changes may impact delivery dates. Please contact FALK Panel for approximate lead times.
10. Non-embossed panels (smooth panels) cannot be rejected because of oil canning or imperfections. Non-embossed panels are an upcharge except when HPS Coatings are used. (See Special Conditions - Customer Acknowledgments)
11. Wall Panel minimum panel length is 10'-0". Roof panel minimum panel length is 10'-0" Minor field modifications and cutting are permitted.
12. FALK Panel standard smooth trims come in 10' lengths.
13. T-bars are quoted along with splice plates and connectors. All threaded rods are the responsibility of the Contractor. It is the contractor's responsibility to provide the size of all thread that is being used so that we can order the correct size.

14. Any loose or sprayed-in-place insulation required at corners, rake, etc.. is not provided by FALK Panel. Some field cutting of panels will be required. One example would be the top of the panels at the rake.

#### **Wall Panels**

15. Compri band has been included in this quote for areas that typically require caulk, (panels and super-structure) this is an expanding foam tape that is suitable as a substitute for sealants.  
Note: some projects located in extreme climates or conditioned spaces may require additional sealants.
16. All fasteners, materials, and trims have been assumed from the project drawings and the interpretation of the estimator. Project design drawing details supersede FALK Panel shop drawing details. Please review all parts of this quote for accuracy.
17. Standard Tech 3 fasteners have been quoted unless noted.
18. FALK Panel does not provide fasteners for base trim or base support angle.
19. Modifying, substituting, cutting, or eliminating critical design component details will impact assembly performance and may nullify the ability to receive a warranty. System assemblies' performance is tested based on all components working collectively at prescribed diameters and lengths. When modifications and substitutions are made to these components, this directly impacts the assembly's performance. Falk Panel cautions against this practice and recommends interested parties contact the project's Engineer of Record to perform calculations prior to performing any modification and/or substitution.

#### **Coatings**

20. Standard colors and standard trims have been quoted unless noted. Any special trims or non-stock colors will require repricing. Any non-standard color may have increased costs and extended delivery.
21. Exterior coating options include: Colorcoat HPS200 UltraTM, Silicone-Modified Polyester (SMP), and Fluropon 70% PVDF
22. RAL 9002 (Dutch White - Polyester (PE) Coating) interior panel with boxing profile is the standard.

Interiors designed to be exposed may require alternate coatings which may extend lead times and impact costs.

#### **Shipment Delays & Temporary Storage**

23. FALK Panel will not assume responsibility for supplier delays outside of our control or while Force Majeure circumstances exist.
24. As a customer consideration, Falk Panel will permit up to 30 days of temporary storage at our facility for finished goods that cannot ship as a result of project interruptions or site delays, providing billing can proceed following production.  
On the 31st day and beyond, the Customer will be assessed a daily demurrage charge of \$25/bundle/-day for all finished goods that have not shipped. All demurrage fees assessed on finished goods while in temporary storage must be paid in full prior to their release.
25. We recommend stacking two Bundles on top of each other at the most. The longest package should be placed at the bottom. Please note: While stacking, the blocking and bracing need to be clean and free from any other objects. This will limit the chance of irreparable damage to the top elements of the bottom package. It's also recommended that a protective tarp be installed to cover and protect the bundle from the elements.

#### **Site Conditions**

26. All efforts will be made to provide panels to the requested lengths, however, due to site conditions and unforeseen circumstances, panels may need to be cut on-site. Costs associated with any panel cutting or any other additional labor required shall be the sole responsibility of the contractor.
27. Modification or Cancellation of Order. FALK Panel realizes project site conditions change and orders may need to be modified or canceled. In the event a modification is needed, Falk Panel will accept modifications except on steel color up to 45 days before production. In the event an Order needs to be canceled, FALK Panel will accept the cancellation, at no charge, providing steel has not been ordered

and no significant Falk Panel man hours or third-party services have been charged directly to the project. In the event Falk Panel has allocated man hours to the project, a minimum restocking charge of \$ 5,000 will be applied plus any direct material, service, or third-party charges.

**Special Considerations - Customer Acknowledgment Form**

- 28. Panels with lengths greater than 53ft
- 29. Smooth Panels
- 30. Dark Color Panels (denoted +)
- 31. Costing Changes resulting in scope changes

**Exclusions**

- 32. All structural supports & framing
- 33. Concrete fasteners
- 34. All field labor and installation costs
- 35. Engineers stamp on shop drawings
- 36. Cut out trim for openings cut by other trades not shown on FALK Panel shop drawings
- 37. All exposed sealants (silicone, urethane, pourable, etc.)

- 38. All thermal breaks (all panel thermal break cuts to be performed in the field)
- 39. Roof and Wall Components not directly related to the installation of panels are out of Falk Panels' Scope of Work. (Examples include snow guards, roof curbs, roof drains, fall protection, louvers and fire vents, lightning protection, solar arrays, and attachment methods).
- 40. Falk Panel Shop Drawings are provided to show a depiction of how the various panel components are used to install the materials to the building structure. Falk Panel shop drawings are not intended as structural designs. Falk Panel does not provide design services. Please consult the engineers of record for structural details and code requirements.
- 41. Ex-works: Drivers are to be charged for Protection corners, at \$10.00 a piece, if not provided by the transportation provider. The truck will not be loaded until protection corners are present or paid for.
- 42. For all customer payments by credit card, Falk Panel will apply a 3% service fee to the total invoiced amount.

