***Terms And Conditions***

1. **Orders**Orders are accepted with the understanding that they will be billed at prices in effect at time of shipment.
2. **Special Products**Gaab reserves the right to ship the Buyer any quantity of specially manufactured products up to 10% more, or less than the exact quantity denoted on Buyer’s order. Such minimal discrepancies will be considered as completed performance of the order.
3. **Cancellations**
Orders are accepted with the understanding that in the event Buyer finds it necessary to cancel in whole or in part, due to causes beyond its control, Buyer shall give written notice of cancellation to Gaab.
4. **Cancellation of Special Parts**
For customer specific, made to order products that Gaab stocks for buyer, the buyer is responsible for up to four months of reasonably anticipated inventory after notice of cancellation, quantity not to exceed the outstanding balance of the quoted quantity for which the original order was based upon.
5. **In Consideration of Gaab Accepting Cancellation of Buyer's Order, Buyer Will Pay to Gaab the Following**
(a) The purchase price for all merchandise completed when Gaab ceased work on Buyer’s order; (b) All-costs, expenditures and commitments made or incurred by Gaab in connection with the uncompleted portion of Buyer’s order, including transactional expenses incurred when setting or discharging that portion of its outstanding obligations or commitments which it had made with respect to the uncompleted portion of Buyers order.
6. **Payment Terms**
Terms of payment are net 15 days in U.S. funds unless agreed upon in writing prior to shipment.
7. **Liability**
For any merchandise, whether defective, not to standards or specifications, or Buyer’s order, is limited to the replacement of such merchandise or the issuance of credit, following the subsequent return. In accepting orders Gaab does not assume any legal obligations or liability for injury, loss, subsequential or consequential damages resulting from the use, misuse or improper application of its products. Gaab will make all reasonable efforts to provide products to the purchaser that are in compliance with known industry standards. Because Gaab products are generally used as component parts in a finished assembly doors built by others the buyer assumes all responsibility to determining the suitability for application of the products of which it is purchasing.
8. **Warranty**
Unless otherwise noted, Gaab products are warranted against defects in materials and workmanship, see our warranty policy for more info.

# GAAB LOCKS LLC

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