

This represents the terms and conditions that, together with our Order Form, constitute the entire agreement (“Agreement”) between you and The Sliding Door Company (TSDC) for your purchase. Please read these pages carefully before signing.

**General Order Details:**

The Sliding Door Company and the customer (You) acknowledge and agree that the Products You ordered are based on measurements of the finished opening (and do not necessarily reflect the exact dimensions of the Product itself which may be larger or smaller than the opening). You accept liability for the specific size you select from the TSDC product offering.

It is YOUR responsibility to confirm the Products purchased comply with any city and/or state/provincial building codes AND with your Home-Owner’s-Association when the property is governed by one.

**Payment:**

Online orders: Pay Upon Purchase

**Delivery:**

After TSDC receives full payment, you authorize TSDC to begin preparing order for shipping. Lead Time for ecommerce jobs is “2 weeks to ship directly to the address provided on the order”.

**Treatment:**

Lighting is often a factor. Minor variations in color are not a breach of this Agreement. The only cleaning agent recommended for cleaning the doors is water (on a soft cloth). No harsh detergents of any kind should ever be used to clean the glass doors. TSDC is not responsible for any claim of damage due to cleaning products used by you or your agents nor any oils, or other liquids that touch or splash on the glass. Damage caused by improper cleaning negates the Limited Warranty provided by TSDC at which time we have no further obligation in connection with your products. Service fees for site visits related to interior doors we did not install, or “cleaning” due to fingerprints, oils, lotions or other substances on the glass will be charged at \$250 for the visit plus any associated parts and labor required to perform the service within 50 miles from any TSDC showroom. A quote will be provided by C/S based on the work required to complete the job.

**Cancellation:**

In TSDC’s sole discretion, cancellation may be permitted within 48 hours of TSDC’s acceptance of an online Order.

**Installation:**

If client opts to include a measure visit and installation (within 50 miles from a TSDC showroom) You agree to clear the pathway of any objects that may prevent the installers from gaining easy access to the area. If for any reason, you advise that the field measurement or installation cannot take place once we arrive on site or within the period of one business day prior to the scheduled field visit, at the scheduled time, you will be charged for the field measurement or installation and for the re-scheduled appointment at the cost of \$250.

**Damage Found:**

If any of the Products are damaged during transport, your sole and exclusive remedy shall be repair or replacement of the Product at our discretion provided that any alleged damages are reported in writing within 48 hours of your receipt of the Product and required photos are provided. Claims we do not receive in writing within the time specified are waived and barred.

**Limitations:**

Subject to the above limitations our liability, if any, on any claim for damages shall in no event exceed the net sale price. This provision along with all others shall be strictly construed by the fact finder to the maximum extent permissible by governing state/provincial law. We assume no responsibility whatsoever for any party's interpretation of plans or specifications provided and the suitability of the Products and services for your individual needs and purposes is for you to determine in your sole judgment. Any statements we issue regarding Products and services are merely opinions. YOU AGREE THAT SELLER SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES, WHETHER IN CONTRACT OR TORT, FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, EMOTIONAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR FOR ANY DAMAGES FOR LOST PROFITS OR REVENUE, BUSINESS INTERRUPTION, LOSS OF BUSINESS REPUTATION OR OPPORTUNITY, COST OF CAPITAL, COST OF SUBSTITUTE PRODUCTS, FACILITIES OR SERVICES, DOWNTIME COSTS, WHETHER FOR DEFECTIVE OR NONCONFORMING GOODS OR LATE DELIVERY OR NON-DELIVERY OR OTHERWISE, OR FROM ANY OTHER BREACH OF THIS AGREEMENT, ANY PURCHASE ORDER OR ANY OTHER AGREEMENT BETWEEN US, WHETHER OR NOT SUCH DAMAGES ARE FORESEABLE AND WHETHER OR NOT TSDC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. All such claims are WAIVED.

**Warranty:**

WE MAKE NO EXPRESS OR IMPLIED WARRANTIES OF ANY SORT, INCLUDING FITNESS OR MERCHANTABILITY OF PRODUCTS BUYER ELECTS TO PURCHASE, except for intended use as an interior glass door. Your sole and exclusive remedy and the limit of our liability to any party or any user of our Product for any and all losses, injuries or damages resulting from use, application or handling of Products shall be the purchase price paid or \$250 whichever is greater. You agree this and all limitations are reasonable. Other than this, other rights, and remedies you may have, are WAIVED, without reservation. In the event a third party alleged to be injured by our Product makes a claim, you agree to defend, indemnify, and hold us harmless from all such claims. The parties agree that these limitations are reasonable and sufficient and that ALL terms stated in this document were mutually negotiated and shall not be construed against either party in the event of a dispute. Other than that, which is set forth in the "Limited Warranty Form", you acknowledge receiving concurrent delivery all Products are accepted "AS IS".

**Disputes:**

If a dispute arises between the buyer and seller, (You and TSDC) all parties shall promptly meet and attempt in good faith to resolve the dispute. Openness and good faith are required by all parties. Any unsettled disputes shall be decided by a suit filed in an appropriate court of jurisdiction, except for claims of \$5,000 and under which we may elect to resolve in Small Claims Court. Any controversy or claim arising out of this Agreement, or the breach thereof, where the claim asserted is more than \$10,000, shall be settled by Arbitration before an Arbitrator chosen through the processes provided by the American Arbitration Association. The judgment awarded and rendered by the Arbitrator (s) may be entered in any Court having jurisdiction. In the event of Arbitration, the parties shall have the discovery rights permitted by the Arbitrator, for good cause shown. NOTICE: BY proceeding with the order, YOU ARE AGREEING TO HAVE ANY DISPUTE, DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY THE LAW OF THE STATE/province WHERE YOU RESIDE AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE

DISPUTE LITIGATED IN A COURT OR JURY TRIAL. YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE STATE/province IN WHICH YOU RESIDE. YOUR AGREEMENT TO THIS ARBITRATION IS VOLUNTARY. In the event of a dispute or lawsuit and one or both parties seek assistance of legal counsel; that prevailing party shall be paid attorney's fees and costs by the non-prevailing party.

**Misc.:**

•If any of the sections in these terms and conditions are declared invalid, the remaining provisions of these terms and conditions will remain in full force and effect. You acknowledge that you have reviewed, understood and approved your order and these terms and conditions. You agree that these terms and conditions supersede and replace any prior oral or written representation or other prior agreement and shall prevail over any inconsistent terms of your purchase. No amendment or modification of any of the terms set forth herein shall be binding upon TSDC unless specifically set forth in writing expressly referring to this agreement that is signed by an authorized representative and no provision of this agreement may be waived. In whole or in part, in any manner except by an instrument in writing signed by the parties. TSDC's waiver of any right shall NOT be considered a waiver of any other or future rights.

**Return Policy**

Items returned must be accompanied by the original packaging and the RMA (Return Merchandise Authorization), MUST be originally sold by the Sliding Door Company. Upon receiving the item and preferring a return, conditions will apply: All returns must be shipped back in the original condition. Return institutes a 35% restocking fee. Any alterations to the original item will automatically negate the warranty. The original packaging is designed to keep the product safe during shipping and alterations to this or changes to it can result in damage. The Buyer is responsible for all costs associated with the return which will be deducted from the Buyer's final return refund. This includes orders from a free shipping listing with no "specific shipping fee" listed on the order as a separate line item. Returned items are subject to inspection upon arrival. in the original boxes. Any missing or damaged components will result in an assessment and reduction to the final refund amount. We do not accept returns after 30 days of the purchase date under any circumstances.

**RMA:**

Email or Call The Sliding Door Company's customer service department at 818-534-2344, [Ecomsupport@slidingdoorco.com](mailto:Ecomsupport@slidingdoorco.com). Be prepared to advise our agent about the Reason for your request and Customer must provide a photo confirmation that the items are well packaged and not damaged. Be prepared to mark a "RETURN MERCHANDISE AUTHORIZATION #" on each box being returned along with your "ORIGINAL ORDER #". The Sliding Door Company will schedule a pick-up. The Return will be picked up with the Return Merchandise Authorization # on it. The materials will be reviewed within two business days upon receiving them in our California warehouse to ensure there is no damage and confirm the client provided photos match.

**Return Shipment Window:**

You must request a return within 30 calendar days of product shipment from the address on your order. We do not accept returns after the 30-day period under any circumstances. Once you request a return, please wait for the RMA to be emailed to you and then TSDC will schedule the pickup.

**Exchange:**

You may apply the balance of the return toward a custom product rather than a Refund. Details to be discussed when you call for an RMA number. Please see our Return Policy above.

**Address Correction:**

After order fulfillment to the address provided on the Buyer's order, we are not responsible for rerouting, reshipping or picking up the item(s) to a different address under any circumstances. Please note that this includes but is not limited to the event of a buyer changing residence and not changing the address on TSDC's record.

**Order Arrives Damaged:**

We understand your time is valuable. In the unfortunate event of your order arriving damaged, take photos and Email or Call the Sliding Door Company's customer service department **WITHIN 48 HOURS OF RECEIPT** at 818-534-2344 [Ecomsupport@slidingdoorco.com](mailto:Ecomsupport@slidingdoorco.com), to request your return. TSDC will schedule a pick-up.

**Cancellation:**

In TSDC's sole discretion, cancellation may be permitted within 48 hours of TSDC's acceptance of an online Order.