

Terms and Conditions of Sale



1. Quotation is based upon receipt of order in its entirety without exception as to quantity. This quote includes only the items specifically named and does not include any that are not, regardless of specification.
2. All prices in this Quotation are valid for **90 days**. Any purchase order that is received by Shelter Works® after 90 days will be subject to a price review. A change order may be required to amend the purchase order to adjust for price fluctuations that may have occurred.
3. All specifications default to **Shelter Works®** Standards unless individually identified separately.
4. Where applicable, HVAC Units are sized per customer request or recommendations and not on thermal load calculations. Customer takes full responsibility for accepting the heating and cooling loads proposed.
5. After determination of the product's final design, if the customer does not provide engineering drawings to **Shelter Works®**, CAD drawings may be submitted to the customer by **Shelter Works®** upon customer's request. Fabrication will not begin without written authorization to proceed to manufacture the product based on submittal drawings approved by the customer or customer's designee. Upon receipt of authorization to proceed, the customer assumes all future responsibility and costs associated with design changes or adding additional equipment. Any changes to the accepted Quotation after the purchase order has been placed by customer and accepted by a purchase order acknowledgement by **Shelter Works®** may impact the cost and delivery date. Once a PO is issued the submittal drawings must be approved and the product released for production within 90 days. If submittal drawings are approved after ninety days a change order may be required to amend the purchase order to adjust for price fluctuations that may have occurred.
6. Orders cancelled after they have gone through the signed approval phase but prior to being released for production will incur a **20%** cancellation fee, invoiced on the date of cancellation. Once production has begun the Customer is obligated to pay for the product in full even if Customer refuses to take delivery.
7. Customer is required to take possession of orders that are complete for the Customer's requested delivery date (not to exceed 90 days from released date) within two (2) weeks of completion. If Customer cannot accept or receive the completed order, the order shall be invoiced on the requested delivery date at **95%** of the remaining order (excluding delivery if applicable), plus a storage fee of one hundred fifty (\$150) dollars per month per shelter, billed monthly. Payment terms set forth in paragraph 8 below are applicable. The remaining **5%** balance, plus delivery if applicable, will be invoiced on the actual date of shipment.
8. Unless expressly itemized, Quotation does not include any State Sales or Use Taxes, or Import Fees. Terms begin with the signed Purchase Order Acknowledgement. Except as otherwise provided herein, invoices are issued on the date of shipment. **Standard payment terms, subject to satisfactory credit review**, are **Net 30 Days**, from the invoice date. A **Finance Charge** of one and one-quarter percent (1.25%) per month will be assessed on all amounts not paid within 30 days of the invoice date. Deposits may be requested. **No retainage is allowed.**
9. State Certification costs (if required) are not included in this pricing unless otherwise listed.
10. Shelter Works will produce Submittal Drawings for approval, any delay in the approval process may alter projected delivery dates. Contact sales department for revised data as lead time fluctuates from time to time.
11. **Shelter Works®** Freight Terms are F.O.B. St. Louis, Missouri. Any quoted freight costs are estimates for budgeting purposes only. However, actual costs may vary within markets on a site-by-site basis due to exact mileage access to site, and additional charges may be assessed for unforeseen waiting time at the delivery point. Shelter Works reserves the right to requote the shipping rate after 30 days.
12. Customer is responsible for freight, crane & other off-loading, set-up, and final assembly of any unattached items that are delivered separately, unless specifically stated in the Quotation. Additionally customer assumes responsibility for site access, preparation, and pad approach. Difficult access for trucks causing unreasonable down time at sites may result in additional costs.
13. Any Manufacturers Names, Trade Names, Brand Names, or Catalog Numbers used in the **Shelter Works®** Quotation are there for the purpose of establishing and describing style, general performance, and quality levels. Such references are not intended to be restrictive to any particular Brands or Products.
14. The **Shelter Works®** Quotation and its contents are Confidential and Proprietary to **Shelter Works®**. Its use is limited solely to the purpose for which it has been created, and may not be used for any other purpose nor released outside of the Customer's organization without written consent of **Shelter Works®**.
15. **Shelter Works®** is the shelter manufacturer, not the contractor, limiting the responsibility of **Shelter Works®** to the shelter itself and any factory-installed components.
16. Shelter Works® assumes no responsibility for actual foundation design and construction. If building is to sit on concrete slab, concrete slab shall be true and level to a tolerance of not more than 1/4" where the building is to attach.
17. Please direct all inquiries or questions to the Sales Department at **Shelter Works®** at **314-664-9300**.