

Seller (as used herein shall mean "List Industries Inc." or "List Industries") agrees to sell and deliver to Buyer the parts, materials, supplies, and other goods described on the Purchase Order to which these Terms and Conditions are attached. The issuance of the Order Acknowledgment is expressly conditioned on Buyer's consent to these Terms and Conditions. Any such issuance shall be deemed an acceptance of these Terms and Conditions; any different or additional terms, whether incorporated in Buyer's Purchase Order or otherwise, are specifically rejected. Regardless of any language that may appear on Buyer's Purchase Order including Provisions that may be construed as saying that Seller's acceptance and/or fulfillment of the Purchase Order shall serve as an acceptance of the terms of the Purchase Order, no deviation from the terms and conditions contained herein shall be enforceable against Seller unless contained in a separate amendment to these standard Terms and Conditions executed by authorized officers of Seller and Buyer which specifically sets forth the terms contained herein that are to be amended and the specific amendment. Buyer's Purchase Order, these Terms and Conditions, and Seller's Order Acknowledgment constitute the "Agreement."

Specifications:

Visit our website at www.ListIndustries.com for descriptions and specifications. Prices included within our quotations are based on standard construction unless otherwise noted within the quotation. Specifications are subject to change without notice.

How To Order:

All purchase orders can be placed with Seller via e-mail to Sales@ListIndustries.com. All purchase orders should either reference the applicable Seller's Quotation Number or must include the unit list prices, extended list prices, total list price, applicable discount, applicable escalator, and total net price. All purchase orders must also include requested ship date, project name and complete shipping address. Failure to order as outlined above may result in a delay of processing your order. For information on becoming an EDI (Electronic Data Interchange) partner, contact us at 800-776-1342 or e-mail Sales@ListIndustries.com.

Order Acceptance:

Acceptance of purchase orders is subject to review by our Credit Department and our Order Entry Department for completeness and/or accuracy. Special requirements may result in possible delays and are subject to review by our Engineering Department.

Shop Drawings:

Shop Drawings for approval or file & field use will be supplied upon request only, at no charge for orders of \$10,000.00 net and above. A \$500.00 net drawing charge will apply if drawings are required on orders less than \$10,000.00 net. Please add this requirement to your purchase order by noting "shop drawings required for approval" or "shop drawings required for files and distribution only." Allow 3-4 weeks for preparation of shop drawings when required.

Freight Charges:

If Prepaid Freight charges are included in quotation pricing, purchase orders MUST include the prepaid freight and order will ship best way prepaid. Seller's products cannot ship via package carrier, i.e., UPS, etc., with the exception of small parts type orders. Through special agreements with our carriers, Seller will ship prepaid shipments under specific classes and NMFC#s. If you have any questions, please contact our customer service department at 1-800-776-1342.

FOB Point:

For stock/quick-ship products, Seller reserves the right to select FOB point based on ship to destination and stock availability unless otherwise stated on your purchase order. All production (non-stock) metal locker

orders will ship FOB Factory, Deerfield Beach, Florida, unless production (non-stock) K.D. lockers are ordered to ship fully assembled, in which case Seller will utilize the distribution center of its choice for assembly and shipment. Production (non-stock) wood and phenolic lockers ship FOB Factory, Gainesville, Florida. All Bulk Storage Lockers and production (non-stock) shelving ship FOB Factory, Apopka, Florida.

Weights:

Weights shown are approximate and subject to change without notice.

Minimum Order: \$1,000.00 net.

Payment Terms:

Net 30 days from date of shipment unless otherwise agreed upon in writing.

Terms will be strictly enforced. All invoices are payable in full. Past due accounts are subject to finance charges.

Liquidated Damages:

We do not accept orders containing clauses with Penalties and/or Liquidated Damages. Seller will do everything possible to meet shipping schedules. If you, our customer, chose to sign a contract containing such clauses, you are solely responsible for all costs which may be incurred due to unforeseen delays in shipment.

Warranty:

Welded metal lockers/cubbies are guaranteed to be free from defects in material and workmanship for the lifetime of the facility. Phenolic lockers carry a twenty (20)-year warranty from date of invoice. Metal Knock-Down lockers carry a two (2)-year warranty from date of invoice. All other products carry a one (1)-year warranty from date of invoice. Distributed products such as locks, wood benchtops, etc. carry the original manufacturer's standard warranty.

Deliveries:

Delivery schedules are based on conditions existing on date given and are subject to change if the order is delayed. Delivery and shipping dates are made in good faith, shipping dates that appear on acknowledgement of orders, or are given to the Buyer in any other manner, are approximate. If Buyer delays supplying information necessary to complete the order, shipment and delivery dates may be extended. You will be notified of shipment the next business day following date of shipment.

Seller shall not be liable for delays in shipment or delivery of any items sold hereunder, or loss or damage thereto, when due to acts of God, acts of Buyer, acts of civil or military authority, governmental restrictions or embargoes, war, riot, fires, strikes, flood, epidemics, quarantine, restrictions, default or delay by supplier, breakdown in manufacturing facilities, machinery or equipment, delays in transportation or difficulties in obtaining necessary materials, labor or manufacturing facilities due to such causes, or any other cause beyond Seller's reasonable control.

Changes:

Stock/quick-ship product orders changed after being released to the warehouse are subject to a \$75.00 administrative change order charge in addition to a 30% re-stocking charge (45% for assembled stock locker/cabinet order). **Production (non-stock) orders cannot be changed after being released to production.**

Cancellations:

Stock/quick-ship product orders cancelled for any reason more than 24 hours after receipt are subject to a 30% re-stocking charge (45% for assembled stock locker/cabinet order).

Production (non-stock) orders cannot be cancelled after being released to production. Any work performed in connection with the production (non-

General Instructions & Terms & Conditions Continued

stock) order prior to any cancellation will be charged at prevailing rates. Any materials purchased or expressly fabricated for a canceled production order become the customer's property and will be invoiced accordingly. **Returns:**

If for any reason, you wish to return your stock product order, please contact our Customer Service Department at 800-776-1342 or e-mail CustomerService@Listindustries.com to obtain a Return Materials Authorization (RMA). Shipment returned without an RMA will be refused. A 30% re-stocking charge will apply for all returned knock-down orders (45% for assembled stock locker orders). **Production (non-stock) items are non-returnable.**

Damage Claims:

For prepaid shipments, Seller's responsibility ceases when materials are delivered by the carrier in good condition. It is the receiver's responsibility to set the delivery appointment and to count and log all cartons/materials received prior to signing the freight carrier's receipt of delivery. Shortages and/or Damages must be annotated on the delivery receipt PRIOR to signing for receipt of shipment. Notations should include carton number(s) affected, the "Inspected by" number which is stamped on each carton and whether carton(s) were missing or damaged. Claims MUST be submitted in writing to Seller within three (3) days of receipt of shipment together with the a copy of the annotated delivery receipt. Concealed Damage claims must be submitted in writing within three (3) days of receipt of shipment and must

include carton number(s) affected and a copy of the delivery receipt. All claims are to be submitted to our Customer Service Department via email at CustomerService@Listindustries.com. Seller will file freight claims for prepaid shipments only. **Signing for a shipment complete and without damage relieves the carrier and Seller of responsibility.**

For 3rd Party or Collect Shipments or for Customer Pick-ups, Seller's responsibility ceases when materials are loaded into the carrier's/customer's delivery vehicle.

Seller cannot be held responsible for missed delivery appointments under any circumstance.

Assignments:

Buyer shall not assign its right, title, or interest herein, or any part thereof, to any person without the prior written consent of Seller. Such consent shall not be unreasonably withheld. The Agreement, subject to the provisions hereof, shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

Choice of Law:

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

Anchoring

In the interest of safety, all List Industries lockers, cabinets, shelving and guardrail should be securely anchored to the floor and/or wall.

Locker Ordering Procedure

Stock lockers:

Stock lockers are available in 1-wide and 3-wide configurations. All necessary assembly hardware is included with your order.

Number Plates are supplied at no additional charge. All stock locker orders will ship with number plates numbered 1-Up. If a special numbering sequence is required, please specify when ordering and include a \$50.00 net set-up charge as a separate line item on your purchase order...Numbering sequence must be sequential

Standard Equipment:

- All stock lockers include 6" high legs except 4-wide wall mount, plastic lockers and all-welded lockers.
- All single tier lockers 60" and 72" high will include one hat shelf.
- All single and double tier openings 30" and higher will include a minimum of two single hooks and one double ceiling hook.
- All triple tier openings 20" and 24" high will include one double ceiling hook.
- Coat rods are available as an option.
- Padlock strike plates to protect door face from being marred by padlock are optional.

Production Lockers (Bulk Packaged Lockers):

Can be ordered in any standard List Industries locker color. See color policy for additional information.

Special requirements: Contact our Inside Sales Department for pricing on all special sizes and requirements.

- All parts are bulk packaged i.e. like parts are packaged together.
- Locker product numbers are specific for lockers with and without 6" legs. Be sure to use the correct product number when ordering.
- **Number Plates** are supplied at no additional charge. All production locker orders will ship with number plates numbered 1-Up. If a special numbering sequence is required, please specify when ordering and include a \$50.00 net set-up charge as a separate line item on your purchase order. Numbering sequence must be sequential.
- **Standard equipment** on bulk packaged lockers includes standard latching mechanism and clothes hooks per our standard locker specifications (Visit our website at www.Listindustries.com for specifications)



All Production & Stock Colors and Codes

EG 704 Evergreen	SW 714 Snow White	MN 727 Maroon	RD 741 Rayo de Sol
HR 706 Heather Gray	GS 717 Grand Slam Blue	HP 728 Hoop Orange	JY 719 Jersey Blue
MB 707 Marine Blue	PT 729 Tan	ME 708 Black	PR 720 Pep Rally Purple
SE 710 Sandstone	RR 721 Relay Red	CL 738 Charcoal	DF 745 Deep Forest Brown
PL 711 Light Gray	HG 725 Dark Gray	PG 746 Popular Gray	PL-AM Antimicrobial Light Gray
SY Safety Yellow			

**See stock product pages for color availability*

Stock Lockers

Note: All stock lockers regardless of door and frame color ship with Tan body components except as noted below:

HG 725 Dark Gray lockers will ship with Dark Gray body components.

MB 707 Marine Blue lockers will ship with Marine Blue body components.

All-welded stock lockers ship one color throughout

For exposed locker row ends, consider ordering Finished End Panels.

Some sizes are available in limited color selections.

Stock Locker Accessories

Color Codes

- PT = 729 Tan
- HG = 725 Dark Gray
- MB = 707 Marine Blue
- ME = 708 Black
- PL = 711 Light Gray

Stock Availability Codes for locker accessories

- Denotes stock item in Tan
- Denotes stock item in Tan and Dark Gray
- Denotes stock item in Tan, Dark Gray, Black, Light gray, or Marine Blue
- + Denotes stock item - Plated, Galvanized or galvanized
- > Denotes stock item - Stainless Steel

Stock Aquamax Lockers: Taupe body, or Taupe body with Blue Doors

Stock Shelving, Cabinets, Workbenches, Bulk Storage Lockers and Portable Gates:

Fort Knox System	RR , ME	Bulk Storage Lockers	PL
Hi-Tech Shelving	HG	Portable Gates	Plated/Galvanized
Rivetwell Shelving	PT(all) or ME (limited)	H-Post High-Cap Shelving	MB Posts & Sides PL Shelves & backs
400 Series Cabinets	PT, ME, HG	Guardrail & Post Protectors	SY
800 Series Cabinets	PT, ME, PL-AM	Workbenches	ME
DuraTough Cabinets	CL		

- Denotes stock item for Hi-tech Shelving, Rivetwell Shelving, Cabinets, Bulk Storage Lockers and Portable Gates.

Production KD Lockers, All-Welded Lockers and All-Welded Cubbies:

All body components of Production KD lockers are painted our standard neutral color - currently Tan. Body components are available painted your choice of Dark Gray or Tan on HDV lockers only! If the body component color is to match the door frame color, add 5% (\$500.00 net minimum) to the locker net price. **See stock product pages for color availability*

One standard exterior color may be chosen per order at no charge. Add \$150.00 net for each additional color selected. Two-tone color selection will be considered as 1 exterior color for pricing purposes.

Two-tone color selection (doors one color and the frame a second color) is available at no additional cost for all production lockers.

Color Coding (multiple door colors within a KD locker frame or an All-Welded locker unit) is available, add 10% (\$1,000.00 minimum) to the locker net price. Color pattern must be prior approved by our Order Entry Manager.

Custom color is available upon request. An add of 10% (\$1,000.00 net minimum per color) to the net material value of the order will apply. Metal color samples must be supplied for all custom colors. If List Industries is to submit custom color samples to the architect for approval, allow approximately 3 weeks for submittal.

**See color chart for color selection and codes*

