

Edon Composites, LLC – Standard Terms & Conditions

1. PURCHASE ORDERS — Edon will require its Acceptance of Quote form and deposit before the start of any project. Any changes to terms of the order must be negotiated and agreed to in writing by both parties. Any changes to your order must be agreed to in writing, preferably with a change order. Orders for materials are solely between Edon and its paying customer (Sold To) and will not include third parties, including property or building owner, architect, etc.

Customer's purchase order and these Terms & Condition represent entire agreement, and supersede prior negotiations, written or oral. Upon request, Edon will gladly supply its Warranty, W9, Maintenance Schedule, MSDS and Certificate of Insurance.

2. SALES TAX— For projects shipped to PA or NJ, or picked up from our PA factory, sales tax will be added to the invoice unless you have provided a corresponding Sales and Use Tax Exemption Certificate. If your project is located in Pennsylvania, or if you are picking up your order at our facility, we will add 6% tax to the order. We will add a total of 8% tax for projects shipping to Philadelphia, PA and 7% for Allegheny County, PA. For projects shipping to New Jersey, we will add 6.625% tax to your order. For all other states, sales tax is not collected by Edon.
3. PAYMENT TERMS — Edon will only accept terms as per our quote, unless negotiated and agreed to in writing by both parties. Deposits are required prior to the start of any submittals. As a material supplier, we do not accept retainage, nor pay-when-paid terms. On all projects, the final balance is due prior to releasing the final shipment, or COD cashier's check. Before shipping your order, we will forward your final invoice to make payment arrangements. We accept major credit cards, 3% processing fee per transaction.
4. SHOP DRAWINGS — Except for stock column orders or where customer has waived shop drawings, Edon will submit shop drawings for approval. Approved Edon shop drawings take precedent over contract documents. Edon shop drawings include details, installation instructions, attachment recommendations, and breakdown of materials to be produced. Edon drawings do not include professional engineering unless contracted at an additional charge. Any design changes requested after 1st submittal of Edon drawings may be subject to a re-design fee. Edon's product cut sheets are not shop drawings, although for orders of stock columns, cut sheets are often sufficient for customer; waiving the shop drawings in favor of the cut sheets can reduce project turn around time.
5. COLOR — Columns are fabricated to be painted on site; columns come either in a light base or dark base gelcoat, or white. All other Edon FRP products are produced with an integral, white, polyester gelcoat color (not paint) or a custom color. If the customer desires a color other than standard white, the customer must submit a color chip or a stock number from a major paint manufacturer, such as Sherwin Williams; Edon will then produce a color match for customer approval. All custom colors require an additional three to six weeks lead time for sample creation, approval, and formulation by the gelcoat manufacturer.

6. **PRODUCTION** — Edon produces material per order and does not have finished product in stock. All products are hand made to order. We will not schedule tooling or production until receipt of all deposits, Terms & Conditions, and written approval of submittal information.
7. **LEAD TIME** — All lead times are approximate and based upon Edon's current backlog, receipt of written submittal approvals and deposits. In some instances, when existing production orders allow, Edon can offer an expedited project schedule with a guaranteed ship date, for a 25% upcharge. Please consult with your sales advisor.
8. **RECEIPT OF DELIVERIES** — It is vital that shipments from Edon are inspected immediately upon receipt of delivery or customer pick up. Any discrepancies with shipments must be brought to our attention within ten business days.
9. **INSTALLATION** — Edon is a material supplier only and is not responsible for installation of its material. We will supply necessary instructions, drawings, and technical support for installation. We may be able to recommend an installer in your area. We do not provide any hardware, caulks, sealants, paints, flashing, blocking, fasteners or support framing as part of our standard proposal. Edon does not warranty against defects relating to the installation of its materials.
10. **PROFESSIONAL ENGINEERING** —Engineering of Edon supplied FRP materials can be provided at an additional cost and is not a part of our standard quotation. Edon engineering will consist of calculations and loads of our product only. All other structural or support framing engineering shall be by others. Edon can provide Engineering of structural or support framing at additional cost. Edon is not responsible for damages or loss caused by any architectural design, engineering or installation defect
11. **GOVERNING LAW** — All financial /contractual disputes arising out of the Contract of any kind shall be resolved according to the laws of the Commonwealth of Pennsylvania utilizing a mediator in the Commonwealth of Pennsylvania. All legal fees, included but not limited to mediator, attorney and court costs, are recoverable by prevailing party.
12. **FORCE MAJEURE** — In deference to the extraordinary global logistics dysfunction of early 2021 and the resultant rapid escalation of some raw materials which Edon relies on for production, Edon reserves the right to call a Force Majeure event if pricing of raw materials continues to rise by more than another 10% during the time between the execution of this agreement and the actual consumption of the said raw materials for the products defined herein, or if a critical raw material becomes unobtainable. In such an event, the Customer will have the option of canceling the contract with no further payment obligation, or paying the documented increase in raw materials costs. While Edon is a US company and 100% of its production is in the US, Edon's supply chain relies on some materials not made in the US.