

GRIFORM INNOVATIONS,[®] INC. POLICIES

Solid Surface Products Policy

Griform[®] is recognized as a leader in complex Solid Surface production and will provide all of its available technologies in an effort to produce custom solid surface products within the terms listed below:

Materials:

1. Material properties are outside of our control; production dye lots may not match with other orders. If so required, materials for extended or progressive orders may need to be placed at the same time to ensure matching within ordinary product limits.
2. In the production processes that require thermoformed parts, varying amounts of white-out (flash) are possible. Although this is not normally a problem with most product colors, darker colors and tight corners can present higher probability.
3. Some materials have waves and patterns that will cause the parts to look misaligned when seamed together. (This is similar to different pieces of wood not matching one another.)
4. Seams are a point where parts are glued together bonding them into one piece. Most seams in solid surface are very inconspicuous; however some materials and/or colors will be more noticeable than others.

Intellectual Property:

1. Griform[®] retains all design rights and privileges for any products produced regardless of origin.
2. Custom molds, tooling and fabrication processes remain the property of Griform Innovations[®]. At no time shall the customer or any person representing them have access to view any part of the production process.
3. Custom fixtures and special preparations may not be canceled after execution of the order and are not refundable whatsoever.

Standard Product Ordering:

1. Most Griform[®] products are built to order and the delivery times stated for shipment are estimated based on the material readiness, proper documentation and production capacity.
2. Customer service personnel are available to help you understand and process your requests. Many product offerings have options and detail specifications online at www.Griform.com and can be priced and processed there.
3. Standard products have prepared specifications that can be procured from the Griform[®] web site or can be faxed for your inspection upon request. Online ordering is available and submissions will be processed by a personal call or email.

Custom Product Ordering:

1. Special custom product will require specification documents and/or approval drawings that will be prepared and presented to the purchaser for approval after the order has been received and properly executed. Only upon the return of all signed documents will any process, ordering of special materials or production scheduling be initiated.
2. The order acknowledgment should be carefully examined to verify it is correct and represents the products you are ordering. If shop drawings are included your verification of every detail is vitally important. All of the documents must be signed and pages properly initialed before any process will begin. No verbal modifications will be accepted and only upon written notice will variations be made.

Replacement / Rush Ordering:

1. If an order has been incorrectly placed and built to the specifications stated and approved in the supporting documents, it shall be the responsibility of the purchaser to accept and make full payment as outlined in the purchase agreements. The replacement of the item will be handled as a new order. Lead times and standard delivery schedule for that particular product will be outlined upon the execution of the new order. All possible effort will be made to accelerate the process in the event a new item is required.
2. All rush orders will be subject to a 35% up charge per item if required before the prescribed shipment timeline. Any additional transportation and packaging cost required will be added onto the original shipping quotation.

Packaging and Shipping:

1. In preparation for your product order to ship, Griform[®] will inform you that your final payment terms are required. Your order will be inspected to verify it complies with the purchase order documents. A verification form will be included along with a copy of the specification and/or signed approval drawings. **All orders will ship when complete. Anything held beyond 10 business days may be subject to storage fees.**
2. Griform[®] products are custom packaged with extreme care and personal attention. The containers are custom built per product and designed to withstand the extreme conditions.
3. Shipping documents and transportation receipts are provided for your convenience upon the order leaving the Griform[®] property.
4. Photographs of the order, or a representative portion, with the packaging, are recorded and retained for your assurance.
5. The weight and size of the containers are recorded and can be forwarded if needed to aid in preparation for the arrival.
6. Upon transfer to the carrier the purchaser will be given notice the product has been sent and tracking information will be communicated for your convenience.

Shipping Methods:

1. Shipping method is dictated by the product, size and time prescribed by the specific order. Common carrier is the general method for all shower products and most bulk orders. Ground and Air courier services are regularly retained for smaller items, i.e., sinks, caddies and thresholds.
2. All next day orders require an expedition fee for transportation to the dispatch station. Grifform® can advise you if timing for this method is probable.
3. Grifform® makes every effort to select the common carriers that have historically provided the best service, prices and reliability.
4. If the purchaser elects to choose their own common carrier, it will be their sole responsibility to arrange for picking up the product at the assigned date, time and location during Grifform® business hours. Should the product not be picked up at the appointed time a storage fee may be charged. Responsibility for arranging payment and insurance is solely upon the purchaser and Grifform® will not act on behalf of the purchaser in any way. In this case the purchaser will be required to sign documents accepting responsibility for shipping when the product is ordered.
5. Grifform® will load the product onto the transporter without charges. It is the responsibility from that point forward of the carrier for the proper care and handling. The product is not packaged to be moisture protected.

Shipping Responsibilities:

1. Upon the completion of the transfer to the transporter the parcel is now the responsibility of the transporter and the receiver. Grifform® has no responsibility for the parcel or the condition upon its arrival.
2. Grifform® shall not assume any part in the control over the transportation process to include any legal or damage claims.
3. It is in the best interest of the purchaser that the following procedures be followed to protect and insure your product is safely delivered.

Receiving Policies:

1. The transporter may contact the purchaser about timing of delivery, particularly when large parcels are concerned. Preparations could be needed for the proper unloading, i.e., as a lift tailgate or forklift may be necessary.
2. It is always best to be present upon the unloading of the parcel, should the driver unload the product and leave, you are more likely to have difficulty if any issue develops with the transporters service.
3. The transporter will be unloading the parcel and asking the purchaser for a signature of receipt. The signature represents that you are accepting the parcel as it is and that it has been satisfactorily delivered.
4. BEFORE you sign it, open and inspect the product in the presence of the driver. If your product has been damaged, refuse the delivery and have the driver mark the "Bill of Lading" (shipping receipt) refused because of damage.
5. Should the driver not be willing to stay until you inspect the product and the packaging appears to be damaged it is essential that the driver mark the delivery document that the packaging shows damage and possible concealed damage to the product. This procedure protects the purchaser from paying the return freight charges should damage be discovered. The purchaser should, immediately notify the transporters office and request that they return and perform an inspection.
6. Should you not follow the above procedures, it may be difficult for you to process a claim against the carrier and receive any reimbursement.

Inspection Policy

1. Your order was inspected by Grifform® prior to shipment to verify it complies with the purchase order documents. A verification form is included along with a copy of the specification and/or signed approval drawings. This is to aid the purchaser or inspectors' examination of the products accuracy and correctness.
2. If the receiver discovers a manufacturer defect due to material or workmanship, notification is required within 72 hours of receipt and the process for return is outlined in Return Policy.
3. If you believe the product needs to be examined by Grifform®, please prepare a description of, and photographs illustrating the issue.

Return Policy:

1. All Grifform® parts are built to order and are not eligible for return unless defects are identified by the manufacturer. For a return credit to be considered the product must be returned fully and properly packed in its' original packaging to insure no damage is done to the product.
2. A return authorization number is required to process the return of a defective part. This number can be acquired by written notice from the purchaser. In the written notice we require; the original purchasers' name, date of receipt, order number, product description and noted defect.

Warranty:

1. Grifform Innovations® warrants to the original purchaser that the product shall be free from defects in material, workmanship and manufacture for twelve months from the date the shipment arrives at the assigned delivery point. The original purchaser must deliver the product to Grifform® at the purchaser's expense. If Grifform® agrees that the material or workmanship of the product manufacture was defective; Grifform® will repair or replace the product, at its option, and return the repaired or new product to the purchaser at the expense of Grifform Innovations®. Repair or replacement is the sole remedy provided by this warranty, and there are no warranties that extend beyond the description on the face hereof.
2. **Grifform Innovations® expressly disclaims any implied warranty of merchantability or any Implied warranty of fitness for a particular purpose.**