



Terms of Sale

All sales of Uneeke Inc. interlocking, metal, dry-joint, wall panels (“goods”) by Uneeke Inc. are made on the following terms and conditions. In these standard terms of sale, “Buyer” means the buyer of the goods from Uneeke Inc., and “Contract” means the contract between Uneeke Inc. and Buyer with respect to the goods.

1. **Agreement.** If Buyer has not otherwise agreed to these standard terms of sale, then Buyer’s acceptance of delivery of the goods or services shall constitute Buyer’s agreement to these terms.
2. **Payment Terms.** Unless Uneeke Inc. otherwise agrees in writing, payment of 50% of the Quote amount is due at the time of Quote acceptance. Payment in full is due upon receipt of the goods or services. *Uneeke may charge a late fee.* Buyer’s obligation to make payment shall be subject only to the conditions set forth herein. Payment is specifically not conditioned upon Buyer receiving payment from any third party.
3. **Delivery, Risk of Loss, Buyer Delay.** Uneeke Inc. shall deliver the goods to F.O.B. Uneeke Inc.’s facility. Uneeke Inc. shall have the right to determine the method of shipment and routing of the goods unless Buyer specifies otherwise. In the event of any Buyer-initiated shipment delays, Uneeke Inc. may charge Buyer reasonable storage charges for such delay in shipment.
4. **Unavoidable Delay.** Uneeke Inc. goods are custom make and job specific, therefore shipping dates are estimates only. Uneeke Inc. will make every reasonable effort to deliver goods on or before the estimated delivery time but will not be liable to Buyer in the case of a delay. If Uneeke Inc. is not able to finish and ship the goods to Buyer on time for **any reason** then the estimated delivery time shall be extended accordingly, and Uneeke Inc. shall not be liable to Buyer for any damages cause by the delay.
5. **Approval of Shop Drawings.** The Buyer shall be responsible for ensuring the accuracy of all information in the Quotation and in the shop drawings prepared by Uneeke Inc., Uneeke Inc. reserves the right to delay production until Buyer signs the documents confirming such approval.
6. **Changes.** Uneeke Inc. shall have the right to make design or engineering changes in its parts, equipment, processes, and methods. Buyer is responsible to verify all dimensions and provide approval to proceed. Uneeke Inc. shall not, Buyer’s approval, make any changes in any operational or dimensional specification that Uneeke Inc. agreed to.
7. **Goods and Services.** Unless specifically specified in the Quote, mock-ups and any additional change orders will result in additional charges not included in the initial Quote.



8. **Limitations.** UNEKE INC. MAKES NO WARRANTIES AS TO THE GOODS AND, IN PARTICULAR, MAKES NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND BUYER IS SOLELY RESPONSIBLE FOR DETERMINING THE PROPER APPLICATION AND USE OF THE GOODS.
9. **Solvency and Security Interest.** Uneeke Inc. reserves the right to review ?
10. **Permits and Compliance, Installation.** Uneeke Inc. is not responsible for obtaining any permits, inspections or licenses required for installation or operation of the goods.
11. **Quantities, Shipping Damage, and Order Accuracy.** *Within 5 days after Buyer received the goods, Buyer must submit to Uneeke Inc. in writing any claim that Uneeke Inc. failed to deliver the required quantity of goods, or that Uneeke Inc. improperly manufactured goods. Buyer must also submit to Uneeke Inc. in writing any claim resulting from shipping damage within 15 days after Buyer received goods. If Buyer fails to do so, then it will be conclusively presumed that Uneeke Inc. delivered the proper quantity and sizes in good condition.*
12. **Cancellation/Restock.** Buyer has no right to cancel the Contract. If, however, Uneeke Inc. agrees in writing to permit cancellation, then Buyer shall immediately pay to Uneeke Inc. a cancellation charge in any amount equal to the purchase price less allowances (in amounts determined by Uneeke Inc.) for (1) the realizable value to Uneeke Inc. of any standard components that Uneeke Inc. purchased or ordered before cancellation, (2) the realizable scrap value to Uneeke Inc. of the remaining material and tooling that Uneeke Inc. purchased, fabricated or ordered before cancellation and (3) any direct labor costs that Uneeke Inc. saved by reason of the cancellation.
Restock Fee
13. **Indemnity.** Buyer shall indemnify and hold harmless Uneeke Inc. from and against all damages, losses, claims and expenses, including attorney fees that Uneeke Inc. incurs as a result of any breach by Buyer of any other claim resulting from Uneeke Inc.'s manufacture of the goods to the Buyer's specifications.
14. **Disclaimers.** Any publications or other information provided by Uneeke Inc. with respect to handling or installation of product is for general informational purposes only.
15. **Time For Bringing Action.** Any action that Buyer brings against Uneeke Inc. for breach of the Contract or for any other claim arising out of or relating to the goods or their design, manufacture, sale, or delivery must be begun within one year after the cause of the action accrues.



16. **Applicable Law.** The Contract shall be considered to have been made in the State of Utah, and it shall be governed by and interpreted according to Utah law without regard to the conflicts of law thereof. Uneeke Inc. shall be entitled to recover from Buyer all of its costs and expenses (including legal fees) in enforcing its rights under this Agreement.
17. **Dispute Resolution.** *Any dispute arising out of or in connection with the Contract including, without limitation, the existence or formation of a contract (a "Dispute") shall be referred at first instance to senior representatives of each of the parties who shall endeavor in good faith to resolve the Dispute. In the event that a Dispute cannot be resolved by such senior representatives within fourteen (14) days of referral of the Dispute to them, then either party shall be entitled to refer the Dispute to mediation in accordance with the JAMS procedures then in force. The mediation process will be commenced by service by one party on the other of a notice in writing that the issue is to be referred to mediation (the "Mediation Notice"), but in the event that a Dispute remains unresolved sixty (60) days after the date of service of the Mediation Notice, then the Dispute shall be referred to and finally resolved by arbitration in accordance with the UNCITRAL Rules, which Rules are deemed to be incorporated by reference into this Section 20. Nothing herein shall prevent either party from seeking injunctive or other equitable relief in a court of law to protect or enforce its legal rights. All mediation and arbitration shall be conducted in American Fork, Utah, or in Utah County, Utah. This Section 20 shall not apply to any dispute relating to Buyer's infringement of any intellectual property rights of Uneeke Inc.*
18. **Complete Agreement; Amendment.** *These standard terms of sale, together with the terms contained on any related quotation, proposal or other offered to sell that Uneeke Inc. signs, contain the entire agreement between Buyer and Uneeke Inc. The agreement may be changed only by a writing that Uneeke Inc. signs. No course prior dealing between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the agreement.*
19. **Termination.** *Uneeke Inc. may cancel all Contracts with Buyer, by written notice if (a) Buyers becomes insolvent or makes a general assignment for the benefit of creditors, (b) a petition is filed or proceedings are commenced against Buyer under any bankruptcy or similar laws, or (c) Buyer defaults in the performance of any of its obligations under any Contract between Buyer and Uneeke Inc. (including failure to pay the purchase price with due), and Uneeke Inc. reserves all rights with respect to same in such event, Uneeke Inc. may apply any payment made by the Buyer to any Contract between the Buyer and Uneeke Inc. as Uneeke Inc. may think fit (notwithstanding any purported application by the Buyer).*
20. **Waiver.** *Failure of Uneeke Inc. to insist upon strict performance of any of the terms on this Contract shall not constitute a waiver of such terms and conditions or a waiver of any default. No waiver by Uneeke Inc. of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.*



21. **Severability.** In case any one or more of the provisions or parts of a provision contained herein are, for any reason, held to be invalid, illegal, or unenforceable in any respect in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or part of a provision hereof or any other jurisdiction, but these Terms of Sale will be reformed and construed in any such jurisdiction as if such invalid or illegal or unenforceable provision or part of the provision had never been contained herein and such provision or part will be reformed so that it would be valid, legal and enforceable to the maximum extent permitted in such jurisdiction.

22. **Force Majeure.** Uneeke Inc. is not liable or responsible for failure to perform any of its obligations occasioned by any causes beyond Uneeke Inc.'s reasonable control, including labor disputes, fires, weather conditions (including hurricanes, tornadoes, snow and/or ice storms or wildfires), terrorist acts, earthquakes, floods, declared or undeclared war, epidemics, computer malfunctions, civil unrest, riots, supply chain disruptions, labor disruptions, lack.

Company

Job Name

Name (Authorized Representation)

Date

Title