



Terms and conditions of sale

If any part of these terms and conditions that is not fundamental is found to be illegal or unenforceable, such finding will not affect the validity or enforceability of the remainder of these terms and conditions.

TERMS OF USE

Except as otherwise provided herein, Purchaser's placement of an order for Products confirms its agreement with each of the terms of OSG Terms and Conditions of Use, these Terms and Conditions of Sale and the terms of OSG order acknowledgement and invoice for Products. These Terms and Conditions of Sale apply unless Purchaser has signed a separate purchase agreement with OSG governing Purchaser's purchase of Products in which case the terms of any such signed agreement shall govern. The use of this Site requires the use of a password and user identification number when ordering Products. See My Account for further information. Purchaser represents and warrants to OSG it will restrict the ordering of Products on its behalf to those people within its organization who have express authorization to purchase Products on Purchaser's open account.

PAYMENT TERMS

Payment will be due net fifteen (15) days from receipt on approved credit. Where other payment terms are specified on the Order Acknowledgement, payment shall be made in accordance with those terms and conditions. If your credit has not been established with OSG, terms may be payment in advance or C.O.D. See Credit Application to apply for credit. All shipments are F.O.B. factory. A 1.5% per month service charge is added to delinquent accounts. In the event that it becomes necessary for OSG to incur collection costs or institute a suit to collect any amount due and payable, the customer (Buyer) agrees to pay such additional collection costs, charges, and expenses, including attorney's fees if the account is placed in the hands of an attorney or an agency for collection. Prices are subject to change without notice. Cancellation of orders is subject to approval by OSG. A minimum of 30% restocking/service charge will be applied.

SALES TAX

OSG is required to charge applicable state and local tax on items for which sales tax exemption certification has not been previously provided.

RETURN POLICY

No returns will be accepted without prior authorization, and are subject to approval by OSG. If, for any reason, it is necessary to return goods to us, please contact your Customer Service Representative for forwarding instructions. This procedure will prevent delays and enable us to resolve the situation to your satisfaction. OSG is not liable for goods returned without authorization. Any Product which is determined by OSG to be defective in material or workmanship may be returned only in the event a return Product authorization ("RGA") has been obtained from OSG. To obtain a RGA, contact an OSG Customer Service Representative. Any defective Product will be replaced with comparable or replacement product or a refund given in the amount of the purchase price, at OSG option.

DAMAGED GOODS

Unless otherwise specified in this Order Acknowledgement, risk of loss will pass to Buyer only after shipment of the goods by OSG. Should Buyer receive damaged goods, it is imperative that Buyer save all packing materials for inspection by the carrier. Once the goods are turned over to the carrier by us, they become Buyer's responsibility. While OSG will assist Buyer, all claims should be reported to the carrier immediately. Failure to do so makes Buyer, liable for payments of those goods should damage claims be rejected by the carrier. All claims must be made within 7 days of receipt of goods. claims be rejected by the carrier. All claims must be made within 7 days of receipt of goods.



FREIGHT POLICY

Shipment of the goods shall be made in accordance with customary shipping practices for such goods. Unless otherwise stated in the Order Acknowledgement, Buyer shall absorb all shipping charges.

Title to, and risk of loss pass to Purchaser on delivery to the common carrier. If Product is damaged in transit, Purchaser must file claim with the carrier.

WARRANTY

OSG warrants that OSG holds clear title to all products transferred to Buyer under this agreement and is under no legal restraint which would prohibit transfer of possession or title to Buyer. OSG steel doors and frames are warranted to meet the stated performance and quality and to be free of defects in material and workmanship for a period of 10 years. They are not warranted, nor does OSG assume liability, if misused. The company's guarantee is based upon the usage of the units with the hardware for which they were prepared and the assumption that normal industry and company installation and usage recommendations were employed, that the products be properly painted and maintained and are subject to normal usage.

No other warranty or representation is implied or expressed by OSG for its products with respect to merchantability, fitness for a particular purpose, or any other matter. OSG shall not under any circumstances be liable for any incidental, consequential or compensatory damages arising from the use of, or in conjunction with, its products. The maximum liability that can be assumed by OSG for breach of warranty shall be the invoice price of the product.

COMPLETE AGREEMENT

These Terms and Conditions of Sale when combined with OSG invoice, Terms and Conditions of Use of this Site represent the entire agreement between the parties with respect to the subject matter hereof. Language contained in any digital or written instrument from Purchaser to OSG serving to modify the terms of any of the foregoing shall be of no effect.

EXCUSE OF PERFORMANCE

The obligation of OSG to provide products and services pursuant to purchase order(s) may be suspended in the event of : (i) act of God, war, riot, fire, explosion, accident or flood; (ii) lack of adequate fuel, power, raw material, labor, containers, transportation or facilities; (iii) compliance with governmental requests, laws, regulations, orders, or other required licenses or approvals; (iv) breakage or failure of machinery or apparatus; (v) national defense requirements or any other event beyond the reasonable control of OSG; (vi) any such event that prevents the delivery, transportation, or acceptance of the products or service.

GOVERNING LAW/LIMITATIONS

The relationship between Purchaser and OSG in relation to the Products shall be governed by and construed in accordance with the laws of the State of Pennsylvania, United States of America. Any legal action with respect to any transaction must be commenced