

MADAWASKA DOORS INC.

"ANY SIZE, ANY DESIGN, ANY WOOD, ANY TIME"



MDI STANDARD DEALERSHIP TERMS & CONDITIONS

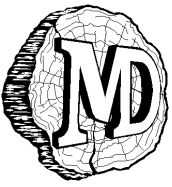
1. MDI is a manufacturer of high quality custom crafted solid wood doors, made to requested specifications. Due to the fact that MDI does not stock doors, MDI requires an above average level of verification of customer requests. This is done for the benefit of the Dealer, in order to ensure the product arrives exactly as required and requested. MDI also offers options for prehanging, mortising and/or installation of purchased or customer provided hardware, and also offers finishing options.
2. MDI does not deal in metal, fiberglass, plastic, hollow core, finger jointed or veneer doors. MDI does not provide installation of doors systems, nor inspection of buildings to determine opening sizes or other structural caveats.
3. All MDI doors are delivered with warranty information as well as other documents regarding our product. Dealers must ensure that they are familiar with this documentation such that they may guide end users to correctly finish and install product to ensure qualification for warranty. Warranty concerns must be addressed through the dealer.
4. Dealers should be aware that wood is a variable product, and grain and colour variations will occur. MDI does offer "Colour matching" for a modest charge. Any colour or grain concerns should be mentioned before ordering such that any logistics of dealing with the concern can be formulated and agreed upon before the order is placed into production.
5. MDI conducts business with dealers to bring product to the public. MDI does not deal with the dealer's end user and will look to the dealer for confirmation of any correspondence originating from the end user. All correspondence and documentation with regard to MDI pricing or lead times are confidential and are not to be delivered or disclosed to the end user. MDI is pleased to provide specially edited quotes for this purpose if required. Items such as brochures or samples, or specification information such as diagrams, specification sheets, and warranties can of course be shared for verification by the end user.
6. Quotes are valid for 30 days. All prices are net cost, tax out, per unit, and are based on MDI standard specifications and profiles, unless otherwise stated. MDI reserves the right to correct typographical, mathematical, illustrative or other errors. MDI prefers to receive quote requests in writing by fax or email. Please include contact information.
7. Older quotes may always be sent for requotation. Please be aware that due to changing economies in various aspects of our door components (wood, glass, hardware) that the pricing may change over time. Please notify us if you intend to pursue the ordering of a quoted door at a later date such that we can keep the quote active and inform you of pending changes.
8. To place an order, MDI requires a copy of an Official Corporate Purchase Order (P.O.) signed by your authorized purchaser, and all supporting documentations signed, referenced, and/or attached to the purchase order. (i.e. Quote #, Prehang checklists, line diagrams, mortising & boring specifications, etc.) The purchase order must match in pricing to that of our Order Confirmation totals. If it does not, you will likely receive a request to adjust the P.O.
9. G.S.T. of 5% is added to all orders originating in or shipped to locations in Canada except provinces in the Maritimes, which are charged H.S.T. of 13%. Documentation must be provided for exemptions. P.S.T. of 8% applies to all orders originating in or shipped to Ontario unless an Ontario Retail Sales Tax Exemption form is submitted. All orders to the United States must have a Tax I.D. Number provided in order to clear customs.
10. Please be advised that MDI charges modest fuel surcharges, and minimal freight charges. These costs are quoted, please include them on your P.O. or your order may be delayed.
11. Within 24 hours of our Order Desk receiving your P.O., we will send you an "Order Confirmation" or an "Order Status Report" via fax. These documents acknowledge that your P.O. has been received and will confirm that either:
 - ORDER CONFIRMATION – All specifications are understood and finalized and await your returned signed copy.
 - ORDER CONFIRMATION WITH SUPPORTING DOCUMENTS – All specifications are believed to be understood and finalized and await your returned signed copy of both the Order Confirmation and the supporting documents. Please note that in such situations, the supporting documents must be returned signed in order for production to proceed, even if the Order Confirmation is signed within time limits.
 - ORDER STATUS REPORT – At least one specification is missing or in conflict with another and your P.O. cannot be processed until you respond to our questions and verify your instructions.

MADAWASKA DOORS INC.
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BARRY'S BAY, ON, CANADA
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FAX: 1-800-263-1584
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E-MAIL
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ALL 1-800 NUMBERS ARE TOLL FREE IN CANADA AND U.S.A.



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12. If you do not receive either document within 24 hours we kindly ask that you contact us immediately! MDI cannot be held responsible for delays of your P.O. or Expected Ship Date if you did not ensure that we received your P.O., or if you delayed or failed to respond to ALL of the specification questions on the Order Status Report and verified or corrected the information questioned, or if you did not sign the Order Confirmation.
13. Please note that the lead time indicated on an MDI quote or Order Confirmation is only an approximation. The actual promised delivery date of your P.O. cannot be confirmed until we receive your signed Order Confirmation. This last step puts your order into production. This procedure has been put in place to benefit you by avoiding errors and enabling you to make any last minute changes to your order without facing a restocking charge or administration fee.
14. Please note that the date shown as "Expected Ship Date" is just that. Please state the need for a guaranteed date upon placing your order such that your concerns may be addressed. An additional fee may apply.
15. Currently, expected ship dates are shown as Fridays. Please notify us upon ordering if certain dates must be met.
16. MDI cannot guarantee arrival dates, only ship dates, and only if all the necessary items are in stock. Generally, carriers take from 5-7 working days from the point of arrival at their facility. Our own truck routes vary based on the orders to be delivered, thus there are no set arrival dates or times. If you have not received your door by the Friday following the expected ship date, please call and we will be happy to track your shipment for you.
17. If you are unable to return your signed order confirmation within 48 hours, we may be forced to delay the production and the expected ship date of your order.
18. Please understand that once your order confirmation has been signed and returned, an administration fee or restocking charge is applicable for any changes or cancellations. This includes requests to move up the ship date. Scheduling is done based on the ship date signed for, so please ensure the expected ship date shown is within your expectations and make arrangements for a rush before signing the order confirmation if the date shown is not acceptable.
19. All order amendments or cancellations may be subject to up to 100% standard restocking charge unless otherwise arranged and authorized.
20. Title of merchandise specified above remains with MDI until full payment has been received by MDI. Please note that prepayments, if allowed for specific orders, will be applied to the account, and not to the specific order.
21. Interest charged at 0.05% per day (18.25% per annum) on all past due accounts.
22. Merchandise may not be returned without prior authorization. Warranty concerns that occur after the payment due date must be paid for before measures are taken. MDI will perform repairs only in our facility. MDI does not reimburse for repairs done by others, nor do we compensate for installation, removal, or finishing costs. If there is a problem with the product, please either refuse delivery, mark the waybill as damaged, or call us immediately to arrange for alternative measures. Please see our website for our Warranty Request Form. We ask that this document be filled out for all warranty concerns.
23. If you do not mark damage on a carrier waybill, you must initiate the carrier claim if damage is subsequently noted.
24. Please refer to your Order Confirmation for any additional terms and conditions.
25. Standard "Bill to" and "Ship to" fields will be entered into our system based on the information supplied in the dealership application or other documents provided. If you have more than one location, please notify us of this at this stage so that conditions may be arranged to accommodate. Alternatively, you may choose an "Alternate Ship to" location upon placing your order, provided that the alternate location is tractor trailer accessible, and that the alternate shipping form provided is signed to ensure that this information is correctly added to your order. There may be a small administration fee for this change.
26. MDI reserves the right to choose shipping carriers that fall in line with advertised pricing. If the dealer wishes to specify the carrier, previously quoted or advertised freight rates may not apply.
27. The above terms of business have been described to educate the dealer of the options and concerns to be aware of with regard to doing business with MDI. These terms of business have been in effect, and will continue to be in effect, and non signage of this agreement in no way changes the terms of business as described. Any order placed will be observed by MDI as acceptance of the above described terms and conditions of business. Madawaska Doors Inc. reserves the right to update these terms and conditions without notification. Please see our website for the most recent version of this document.



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