

EXTERIOR CLADDING SYSTEMS, INC. (ECS)
Standard Terms and Conditions for Fabrication Sales

General: These Terms and Conditions apply to all quotations, proposals, purchase orders, and sales of fabricated architectural cladding materials provided by Exterior Cladding Systems, Inc. ("ECS"), including but not limited to aluminum composite material (ACM) panels, high pressure laminate (HPL) panels (Trespa, Fundermax), aluminum plate panels, architectural metal panels, extrusions, and related façade components. Acceptance of ECS proposals, purchase orders, or delivery of materials constitutes acceptance of these Terms and Conditions.

Any conflicting or additional terms contained in customer purchase orders, subcontracts, or other documents shall be null and void unless expressly accepted in writing and signed by an authorized representative of ECS. Customer mark-ups or modifications to ECS proposals or Terms and Conditions shall not apply unless specifically approved in writing by ECS.

Proposal Review and Scope Alignment: ECS proposals are prepared based on ECS's interpretation of the project drawings, specifications, and information available at the time of bidding. The materials, panel thicknesses, colors/finishes, quantities, systems, and scope described in the ECS proposal represent the basis of ECS's pricing for the project. ECS proposals are not intended to represent a comprehensive review of the entire project specification manual. Customer is responsible for reviewing ECS proposals, quotations, and order acknowledgments to confirm alignment with the project drawings, specifications, and the customer's understanding of the scope prior to authorizing procurement or fabrication.

If discrepancies between project requirements and the ECS proposal scope are identified prior to material procurement or fabrication, ECS and Customer will work cooperatively to revise the scope and pricing as needed. If discrepancies are identified after materials have been procured or fabrication has begun, ECS and Customer agree to work in good faith to determine a reasonable solution, which may include equitable adjustment to pricing, schedule, or scope based on the circumstances. Nothing herein relieves the contractor, architect, engineer, or design professionals from responsibility to review and coordinate project documents prior to authorizing procurement or fabrication.

Pricing: Prices are based on project information available at the time of quotation, including drawings, specifications, and assumed panel quantities. Pricing is subject to change due to fluctuations in aluminum markets, tariffs, manufacturer price increases, freight costs, market conditions, project scope changes, constructability requirements, sheet size limitations, or revisions to panel quantities or dimensions. ECS is not responsible for absorbing increases in material costs, manufacturer pricing, tariffs, freight charges, or other cost increases beyond ECS control occurring after the date of quotation or prior to material procurement. If such increases occur, ECS reserves the right to adjust pricing accordingly.

Quotes are valid for thirty (30) days unless otherwise noted. Final pricing may change if panel sizes, quantities, or square footage vary from bid assumptions. Sales tax is not included unless specifically stated.

ECS may procure raw materials in advance when necessary to secure pricing and protect the project schedule. Materials procured for a project may be invoiced in accordance with the Stored Materials provisions contained in these Terms and Conditions.

Material Substitution: ECS reserves the right to substitute equivalent materials or manufacturer products when necessary due to manufacturer availability, product discontinuation, or supply chain conditions beyond ECS control. ECS will promptly notify the customer upon discovery and work with the customer to determine an appropriate course of action. If such substitutions result in changes to material cost, lead time, or fabrication requirements, ECS reserves the right to adjust pricing and schedule accordingly.

Payment Terms: Unless otherwise approved in writing by ECS, payment terms are Net 30 days from invoice date. Retention is not accepted. ECS invoices progressively based on work completed or projected through the billing period including project management, shop drawings, material procurement, fabrication progress, and shipment of materials. Paid-when-paid and paid-if-paid payment terms are not accepted. Customer's obligation to pay ECS is independent of Customer's receipt of payment from others. If a project requires alternative payment terms, such terms must be disclosed prior to proposal acceptance and approved in writing by ECS. Any such arrangement must include a defined billing cut-off date aligned with the customer's billing cycle.

Invoices are due thirty (30) days from the invoice date. Invoices outstanding more than forty-five (45) days from the invoice date may be subject to a service charge of one and one-half percent (1.5%) per month on the unpaid balance. Invoices outstanding more than sixty (60) days may result in suspension of fabrication, shipment, or future orders and may place the project or account on credit hold until the account is brought current. Invoices outstanding more than seventy-five (75) days may result in issuance of a Notice of Intent to Lien and initiation of lien preparation procedures. Accounts remaining unpaid beyond ninety (90) days may result in recording of a mechanics lien and referral to collections or legal action. Customer agrees to be responsible for reasonable collection costs, lien preparation costs, and attorney fees where permitted by law.

ECS understands that construction projects often involve complex billing cycles and payment structures that may affect subcontractor cash flow. ECS is willing to coordinate reasonable project-specific billing schedules or documentation requirements when discussed in advance to assist customers in securing timely payment from upstream parties. Such coordination does not alter ECS payment terms unless expressly agreed to in writing. ECS reserves the right to issue preliminary notices where applicable.

Stored Materials: ECS may invoice stored materials once materials have shipped from the manufacturer or have been received at ECS facilities and are designated for the project. Upon request, ECS may provide photographs of stored materials, bill of sale documentation, and certificates of insurance. To issue a certificate of insurance the customer must provide project name, owner name, owner address, general contractor name, and certificate holder information. Stored material values may be added to ECS insurance certificates upon request.

Shop Drawings: ECS proposals include one (1) shop drawing submittal and one (1) revision. Additional revisions or redesign requests may be billed as additional services. Shop drawings prepared by ECS are intended to illustrate fabrication details and panel layouts only. Approval of shop drawings by the customer, architect, or engineer does not relieve the customer or installer of responsibility for verifying dimensions, field conditions, attachment methods, system compatibility, or overall wall assembly performance.

Once approved, ECS shop drawings become the controlling fabrication documents for ECS scope of work. Any revisions requested after shop drawing approval that affect panel layouts, joint locations, dimensions, fabrication methods, or material quantities may require a change order for reasonable additional costs and schedule adjustments associated with such revisions.

Panel layouts, joint spacing, and fabrication details may require adjustment due to constructability requirements, fabrication tolerances, or manufacturer sheet size limitations. Hairline joints or minimal reveal conditions may require design modifications to maintain structural integrity and constructability. Pricing and schedule may be adjusted if such revisions impact fabrication scope.

Field Measurements: ECS fabrication proposals do not include field measurements. Customer shall provide verified field dimensions, guaranteed dimensions, or otherwise provide accurate panel quantities and sizes. ECS assumes no responsibility for dimensional inaccuracies provided by others.

Engineering, Design, and Coordination Responsibility: Unless specifically stated in ECS proposals, structural engineering, delegated design, engineering calculations, and stamped shop drawings are excluded. These services may be provided for an additional fee if requested.

ECS provides fabrication drawings and panel layouts for manufacturing purposes only. ECS does not provide architectural design, engineering, or building envelope design services unless specifically contracted in writing.

Customer and its design professionals remain solely responsible for system design, structural adequacy, waterproofing, attachment methods, code compliance, and overall wall assembly performance. Any design suggestions, layout assistance, or responses to RFIs provided by ECS are offered as a courtesy only and shall not constitute engineering or design responsibility.

ECS is not responsible for coordination between architectural drawings, structural framing, glazing systems, waterproofing systems, or other trades. Customer shall verify compatibility of ECS fabricated materials with adjacent systems prior to fabrication and installation.

Freight, Delivery, and Inspection: Materials are shipped from ECS facilities via third-party carriers. ECS may coordinate freight services for customer convenience; however, freight services are provided by independent carriers. Customer shall inspect materials immediately upon delivery. Any damage or shortages must be reported to ECS within twenty-four (24) hours of receipt and must include written description and photographs. Freight damage claims shall be filed by the customer with the carrier. Failure to report damage within twenty-four (24) hours shall constitute acceptance of the shipment. Customer shall provide adequate labor and equipment necessary to unload materials at the delivery location.

Installation and Scope Limitations: Installation is not included unless specifically stated in ECS proposals. Customer or installer is responsible for all installation components including but not limited to sub-framing, girts, furring, insulation, flashing, trims, sealants, field consumables, and installation fasteners unless specifically identified in ECS shop drawings with a callout "By ECS."

Manufacturer Materials and Warranties: Products supplied by ECS are subject to the original manufacturer's terms, conditions, and warranty limitations including but not limited to ACM, HPL, and metal panel manufacturers. Manufacturer warranties are pass-through warranties only and ECS does not extend or modify manufacturer warranties.

Warranty: ECS provides a one (1) year fabrication workmanship warranty beginning on the date of delivery or project completion. This warranty applies solely to ECS fabrication and does not cover installation errors, manufacturer material defects, trade damage, improper handling or storage, structural movement, or work performed by others. The remedy under this warranty is limited to repair or replacement of ECS fabricated components determined to be defective.

Code Compliance: ECS provides fabricated materials based on project documents provided at the time of proposal unless otherwise noted. Responsibility for building code compliance, system design, and proper installation lies with the architect, engineer, contractor, and installer. All project specific testing and field testing requirements are excluded unless specifically included in ECS proposals.

Panel Appearance and Finish Variation: Architectural cladding materials including aluminum composite material (ACM), high pressure laminate (HPL), and painted metal panels may exhibit minor variations in color, sheen, reflectivity, texture, flatness, or surface characteristics inherent to the manufacturing process. Minor surface scratches, roll wave, coating variation, reflectivity differences, or other characteristics inherent to coil coated or laminated architectural panel products are not considered defects when evaluated under normal viewing conditions.

Panel Appearance and Viewing Criteria: Panels must be inspected prior to installation. Installation of panels constitutes acceptance of panel appearance and finish.

Evaluation of panel appearance shall be conducted in accordance with the applicable manufacturer's published viewing criteria and industry standards. Unless otherwise specified by the manufacturer, visual evaluation shall be performed from a normal viewing position at ground level and from a reasonable viewing distance in natural lighting conditions. Inspection under extreme angles, artificial lighting, close-up examination, or other abnormal viewing conditions shall not be used as a basis for rejection.

Panels rejected after installation for aesthetic reasons that fall within manufacturer or industry tolerances shall not be considered defective and shall not be grounds for replacement, credit, or claim against ECS.

Handling and Storage of Materials: Customer is responsible for proper unloading, handling, storage, and protection of materials after delivery. Materials must be stored in a dry, ventilated environment and protected from moisture, debris, and construction traffic. Improper storage, handling, or field damage may void warranties. Protective films must be removed within manufacturer recommended timeframes.

Storage Fees: Raw materials stored longer than ninety (90) days and finished goods stored longer than thirty (30) days may be subject to reasonable storage charges including warehouse, insurance, and handling costs.

Lead Times: Fabrication lead times are based on current production capacity and supplier availability. Lead times are estimates only and may change due to material availability, shop drawing approval timing, project revisions, or manufacturer lead times. ECS shall not be responsible for schedule impacts beyond its control.

Order Changes and Cancellations: Orders may not be changed or canceled once materials have been procured or fabrication has begun without written approval from ECS. ECS reserves the right to charge for all costs incurred including raw materials, engineering, fabrication, and administrative costs. Custom fabricated materials and non-standard finishes are non-returnable.

Tolerances and Quantity Variance: Fabricated materials are produced in accordance with industry standard tolerances. ECS reserves the right to furnish a reasonable percentage above or below ordered quantities consistent with manufacturing requirements.

Limitation of Liability: ECS liability shall not exceed the value of materials supplied. ECS shall not be liable for indirect, consequential, incidental, or special damages including but not limited to delay damages, liquidated damages, loss of use, or loss of profits.

Governing Law: These Terms and Conditions shall be governed by the laws of the State of California.
