

**TERMS &  
CONDITIONS**  
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# PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this "Agreement") is made and entered into by and between ("Buyer") and Ore Designs, Inc. ("Ore Designs"). The parties hereby agree as follows:

**SUPPLY OF PRODUCTS.** Subject to the terms and conditions of this Agreement, Ore Designs agrees to supply to Buyer those products (the "Products") identified on the estimate, sales order, or invoice previously provided by Ore Designs to Buyer (the "Sales Order").

**RELATIONSHIP OF THE PARTIES.** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. Buyer acknowledges and agrees that Ore Designs is a supplier of the Products only and is not a subcontractor of Buyer for any construction, installation, landscaping or other services.

**APPLICABILITY.** This Agreement is expressly limited to the terms of this Agreement and the Warranty Terms provided with this Agreement (the "Warranty Terms"). The terms of this Agreement and the Warranty Terms prevail over any terms or conditions contained in any other documentation and expressly exclude any of Buyer's terms and conditions contained in any purchase order or other document issued by Buyer. In the event of any conflict between the terms of this Agreement (or the Warranty Terms) and the terms of any purchase order or any other document issued by Buyer, the terms of this Agreement (and the Warranty Terms) prevail. In the event that Buyer's terms and conditions or proposal is made an attachment to this Agreement, then the terms of this Agreement (and the Warranty Terms) shall supersede and control.

**SHIPPING AND DELIVERY.** Ore Designs will deliver the Products that have been paid for by Buyer to the job site or other location identified by the Buyer (the "Delivery Point") using Ore Designs standard methods for packaging and shipping the Products. Ore Designs will not be liable for any damages incurred by Buyer as a result of any delay in shipment. Delivery of the Products shall be made FOB Destination, except that all shipping/handling costs will be paid for by Buyer. The shipping/handling costs will be prepaid by Ore Designs and added as a separate line item to the Sales Order. Title and risk of loss for the Products will pass to Buyer upon delivery of the Products to the Delivery Point. Ore Designs will ship through insured common carriers of its choosing. Ore Designs may ship through a carrier elected by Buyer at Buyer's request if Buyer has an account with such carrier. Handling charges will still apply in these cases. Additional services such as lift gate, residential, extra labor, storage, white glove, appointment for delivery confirmation, etc. are available at an extra cost and must be established upon ordering. Products are not to be stored outdoors in their packaged materials.

**INSPECTION OF PRODUCTS.** Buyer shall inspect the Products within 5 days of receipt (the "Inspection Period"). Buyer will be deemed to have accepted the Products unless it notifies Ore Designs in writing of any Nonconforming Goods during the Inspection Period and furnishes photographs or such other written evidence or other documentation as required by Ore Designs. Notice shall be provided to Ore Designs shipping manager at shipping@orecontainers.com. "Nonconforming Goods" means only the following: (i) the Product shipped is different than identified in the Sales Order; (ii) the Products were damaged in shipment; or (iii) the Product's label or packaging incorrectly identifies its contents. If Buyer timely notifies Ore Designs of any Nonconforming Goods, Ore Designs shall, in its sole discretion and at Ore Designs expense, (a) repair or replace such Nonconforming Goods with conforming Products, or (b) credit or refund the purchase price for such Nonconforming Goods, together with any shipping/handling expenses incurred by Buyer in connection therewith. Except as provided in this Agreement (or the Warranty Terms), all sales of Products to Buyer are final and Buyer has no right to return any Products purchased under this Agreement to Ore Designs.

**PRICES AND PAYMENT.** Ore Designs requires a 50% deposit before an order will be scheduled for production or drawings produced. The remaining balance is due when the Products covered by the order are completed and ready for shipment (and before the order will be shipped). If for any reason a shipment is delayed by Buyer, Buyer fails to pay the purchase price when due, or Buyer fails to accept delivery of any Products on the date agreed to by the parties, then the remaining balance is due on the original ship date and Ore Designs, at its option, may store the Products until Buyer picks them up, and Buyer shall be responsible for all related costs and expenses (including, without limitation, storage and insurance).

**WARRANTY.** Ore Designs warrants the Products as provided in the Warranty Terms.

**TERMINATION.** In addition to any other available remedies, Ore Designs may terminate this Agreement immediately upon written notice to Buyer, if Buyer becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

**CONFIDENTIAL INFORMATION.** All confidential and proprietary information of one party that is disclosed to the other party, including but not limited to Product designs and pricing, whether or not marked or otherwise identified as "confidential", shall be confidential and used solely for performing this Agreement and may not be disclosed or copied unless authorized in advance by the disclosing party in writing. Upon the disclosing party's request, the receiving party shall promptly return all materials it received from the disclosing party containing the disclosing party's Confidential Information. This paragraph does not apply to information that is: (a) in the public domain; (b) known to the receiving party at the time of disclosure; or (c) rightfully obtained by the receiving party on a non-confidential basis from a third party.

**FORCE MAJEURE.** Ore Designs shall not be liable to Buyer, nor be deemed to have breached this Agreement, for any failure or delay in fulfilling any order or performing any term of this Agreement to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Ore Designs including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes, or restraints or delays affecting carriers or inability or delay in obtaining supplies, materials or telecommunication breakdown or power outage.

**MISCELLANEOUS.** This Agreement (together with the Warranty Terms) constitutes the entire agreement between Buyer and Ore Designs with respect to the subject matter hereof and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writings and all other communications between Ore Designs and Buyer. No waiver, alteration, modification of or addition to this Agreement will be binding unless expressly agreed to in writing and signed by Ore Designs and Buyer. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates indicated below.

ORE DESIGNS, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

BUYER.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

# WARRANTY

**APPLICABILITY.** These Warranty Terms (these “Terms”) apply to all purchases made by the buyer (“Buyer”) from Ore Designs, Inc. (“Ore Designs”). To the extent that these Terms conflict with or are different from those contained in any purchase order or other procurement document (other than the Ore Designs, Inc. Purchase Agreement entered into by the parties (the “Purchase Agreement”), these Terms will control and any additional or inconsistent terms are rejected by Ore Designs. Fulfillment of Buyer’s purchase order does not constitute acceptance of any of Buyer’s terms and conditions and does not serve to modify or amend these Terms. Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the products covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms. Buyer’s acceptance of or payment for products will conclusively confirm Buyer’s assent to these Terms.

**RELATIONSHIP OF THE PARTIES.** Ore Designs is a supplier of products only and is not a subcontractor of Buyer for any construction, installation, landscaping or other services. The products covered by these Terms (the “Products”) are identified on the estimate, sales order, or invoice previously provided by Ore Designs to Buyer (the “Sales Order”).

**LIMITED WARRANTY.** Both Ore Designs Powder Coated Aluminum and Natural Rust Steel Products have a 5 year limited warranty on their structure. The finish on the Powder Coated Aluminum Products has a 3 year limited warranty. There is no warranty on the finishes of Steel Powder Coated Products, Oxidized Zinc Products or Natural Rust Steel Products. There is also no warranty for any glass, wood, or granite/stone Products. In the event of a warranty claim, Buyer will be required to provide proof of purchase and a sales receipt verifying the date of purchase. Ore Designs may, at its option, repair or replace the defective Products to good working condition by using new or refurbished components. If repair is not possible, Ore Designs will replace or provide Buyer with a refund for the defective Products as applicable.

Ore Designs reserves the right to inspect the Products prior to replacement or repair of any Product.

**THIRD-PARTY PRODUCTS.** The Products provided by Ore Designs may include, constitute, contain, be contained in, incorporated into, attached to or packaged together with, products or components provided by third parties (“Third-Party Products”). Third-Party Products are not covered by the limited warranty set forth above. Instead, some of the Third-Party Products may be covered by warranties provided by their manufacturers and Buyer’s sole remedy is under such third-party warranties. For the avoidance of doubt, ORE DESIGNS MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCT, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

**EXCLUSIONS.** The warranty set forth above covers defects in manufacturing discovered while using the Products as recommended by Ore Designs. The warranty does not cover loss or theft, nor does coverage extend to any damage caused by misuse, abuse, unauthorized modification, accidental damages, scuffs or scratches, improper installation, negligence or damage caused by improper maintenance or cleaning, custom paint colors, improper storage conditions, products stored outdoors in their packaged materials, lightening, or natural disasters.

The warranty does not cover parts that are subject to normal wear and tear. Damage caused by impurities or acts beyond Ore Designs control are not covered. Any Product or part that has been repaired or altered in any manner other than by Ore Designs, unless previously authorized in writing by Ore Designs, will void the warranty.

EXCEPT FOR THE LIMITED WARRANTIES SET FORTH ABOVE, ORE DESIGNS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ALL WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. ORE DESIGNS DOES NOT WARRANT THE ADEQUACY OF BUYER’S DESIGN OR SPECIFICATIONS OR THE INSPECTION PROTOCOL.

**LIMITATION OF LIABILITY.** SHOULD ANY OF THE PRODUCTS FAIL, BUYER’S SOLE RECOURSE SHALL BE THE REPAIR OR REPLACEMENT OF THE FAILED PRODUCTS AS PROVIDED IN THE ABOVE WARRANTY. IN NO EVENT SHALL ORE DESIGNS BE LIABLE FOR ANY LOST PROFITS OR REVENUES, LOSS OF USE, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT ORE DESIGNS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ORE DESIGNS CUMULATIVE LIABILITY FOR DAMAGES UNDER THESE TERMS, FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, IS LIMITED TO THE AMOUNT PAID BY BUYER FOR THE PRODUCTS, EXCLUDING SHIPPING AND HANDLING CHARGES, DUTIES AND TAXES.

**INSURANCE.** Ore Designs maintains the following insurance: (i) commercial general liability insurance with coverage of at least \$1 million dollars per occurrence and \$2 million dollars in the annual aggregate; and (b) umbrella liability insurance with a minimum limit of \$10 million dollars each occurrence and minimum aggregate amount of \$10 million dollars, with financially sound and reputable insurers. Upon Buyer’s request, Ore Designs shall provide Buyer with a certificate of insurance evidencing the insurance coverage specified in these Terms and naming Buyer as an additional insured.

**DISPUTE RESOLUTION.** These Terms and the Purchase Agreement shall be exclusively governed by the internal laws of the State of Utah, without regard to its conflicts of laws rules. Legal action may be brought only in the state and federal courts located in Salt Lake City, Utah, and Buyer consents to the jurisdiction of and venue in such courts.

#### CONTACT US.

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Salt Lake City, UT 84101  
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# CARE & MAINTENANCE

Ore products are made with superior, thoughtfully sourced materials meant to maximize both appearance and durability. The following recommendations will help keep your items looking and performing beautifully over time.

**POWDER COATING.** Powder coating is a dry finishing process that is applied electrostatically and cured under heat. Ore uses powder coating on metal products to create a finish tougher than conventional paint. Our unique in-house powder coating process emits no volatile organic compounds (VOCs) into the atmosphere.

Powder coated products should be inspected regularly for soil and other accumulated grime. These contaminants should be removed periodically – when the surface is cool – by gentle washing with a soft cloth and mild, soapy water, followed by rinsing with clean water. Avoid chemical solvents and harsh scouring, as they will damage powder-coating finishes. If your powder-coated product incurs deep scratches, please contact your Ore Project Manager for assistance, and we will work with you to find a suitable solution.

**ARCHITECTURAL POWDER COATING.** AAMA 2604 Anodized Aluminum Powder Coating maintenance is depended on developing a frequent cleaning schedule dependent on its environment. Maintenance and cleaning effectiveness depends on prompt damage repair. Minimum required maintenance cleaning on Architectural Powder Coating is once a year – twice in high-exposure environments.

Clean and repair procedures should only be performed when coated surfaces are at room temperature, and free from sun exposure. Cleaning methods are dependent on the characteristics of surface soil(s). Use water and mild soap or detergent with a soft, non-abrasive brush or sponge for light surface soils. For medium-to-heavy soils, a mild solvent, such as mineral spirits, can be used for removal of grease, sealants, or caulking compounds. Spot testing should be performed first to ensure there is no coating damage or staining from cleaning materials. Strong solvents, abrasive cleaners or hard pads and brushes can cause film damage.

**NATURAL RUST PATINA.** Ore products featuring a natural rust patina are designed to form a weathered, naturally oxidized coating when exposed to atmospheric elements.

Natural rust patina requires little maintenance. If cleaning is required, a low-pressure water rinse is the only recommended treatment to minimize damage to the patina appearance. Please note that transfer of the color from the rust patina may stain other surfaces.

**ZINC PATINA.** Ore's zinc patina is an oxidization of aluminum that has the appearance of oxidized zinc. Zinc patina is susceptible to stains and cannot be cleaned with solvents, abrasive cleaners, or scrubbing of any kind. Light rinsing is the only recommended cleaning treatment to avoid disturbing the appearance of zinc patina.

**NATURAL WOOD.** Scrub lightly with a soft brush and mild soapy water to clean wood products. Ongoing care should include periodic refinishing. Follow manufacturer's instructions regarding frequency and method of finish application. Ore recommends Messmer's UV Plus for hardwoods to protect all Ore wood products. More information available at [www.messmers.com](http://www.messmers.com)

**TRESPA®.** There is a wide range of cleaning agents designed specifically for TRESPA cladding that you may find through third-party sellers. Do not use cleaning agents with abrasive or polishing components on TRESPA.

Avoid brushes with hard, rigid bristles, using only clean sponges, soft nylon brushes, or cloths to clean items featuring this cladding. More information available at [www.trespa.com](http://www.trespa.com)

**PRODEMA PRODEX.** No routine maintenance is required for ProdeMa wood cladding materials used on Ore products. Soiled surfaces may be cleaned using mild, soapy water and a soft cloth. For more difficult grime removal, ProdeMa surfaces may be cleaned using a soft, un-dyed cloth dampened with benzene-free petroleum ether. More information available at [www.prodema.com](http://www.prodema.com)

**REIDER ÖKO SKIN.** Do not use chemicals, stream-jet, or high-pressure cleaning systems on Reider Öko Skins. Water jets with excessive pressure may cause stripes to develop on the concrete surface. For normal soiling, use the MC Duroprop B cleaning system by MC-Bauchemie ([www.mc-bauchemie.de](http://www.mc-bauchemie.de)) or equivalent products. More information available at [www.rieder.cc](http://www.rieder.cc)

**THERMORY®.** The recommended cleaning method for Thermory cladding is Cutek Quick Clean® followed by Cutek Extreme Oil® to maintain the color of the cladding. Frequency of cleaning will depend on the visual appearance desired and the environment the product is in. Cleaning should be carried out on an as needed basis. More information available at [www.thermoryusa.com](http://www.thermoryusa.com)

**DEKTON®.** Dekton components of Ore products require minimal maintenance. It is recommend that it is cleaned regularly by applying a mild, pH-balanced all-purpose cleaner or soap and warm water, to the surface with a non-abrasive sponge. More information available at [www.dekton.com](http://www.dekton.com)

**GRANITE.** Granite accents to Ore products require minimal maintenance. However, granite can be damaged if not adequately protected from snow, ice, freezing rain, application of excessive weight, forceful impact, or stains. Granite materials may be cleaned using mild solutions of water with vinegar, ammonia, or citrus cleaners. Avoid use of bleach or abrasive cleaners.

**STAINLESS STEEL.** Stainless Steel finishes require minimal maintenance. Stainless steel is easy to clean. It is recommend that it is cleaned regularly by applying a mild, pH-balanced all-purpose cleaner or soap and warm water, to the surface with a non-abrasive sponge, followed by a light rinsing and drying with a clean cloth.

**TEMPERED GLASS.** Tempered Glass elements are best washed with a mild, pH-balanced all-purpose cleaner or soap and lukewarm water with a clean, soft cloth applied with minimal pressure. If light rinsing is needed, use clean water and dry by dabbing with a clean, damp cloth or towel.

#### CUSTOMER ASSISTANCE.

Ore has a team of experienced project managers on hand to assist you with product care and any other questions. Feel free to contact us as needed. Your satisfaction is our priority.

#### CONTACT US.

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