

## PARTNER PORTAL TERMS AND CONDITIONS OF SALE

Please read these **Partner Portal Terms and Conditions of Sale** (this “**Agreement**”) carefully. **BY PLACING AN ORDER FOR PRODUCTS OR SERVICES FROM THE PARTNER PORTAL, YOU ACCEPT AND ARE BOUND BY THESE TERMS AND CONDITIONS.**

### OVERVIEW

. These terms and conditions of sale (these “**Terms**”) are the only terms that govern the sale of the products and services by Rocky Mountain Hardware, Inc. (“**Rocky Mountain Hardware**”, “**our**,” “**we**,” or “**us**”) to you (“**Buyer**” or “**Purchaser**”), (collectively, the “**Parties**”), through our website, [www.rockymountainhardware.com](http://www.rockymountainhardware.com) (our “**Site**”), via the online platform referred to herein as the “**Partner Portal**”. This Agreement comprises the entire agreement between the Parties, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral.

By ordering or obtaining products or services from the Partner Portal, you affirm that you (i) agree to these Terms, (ii) are of legal age to form a binding contract with us, and (iii) are not prohibited from accessing or using the Partner Portal or any of the Partner Portal’s contents, goods, or services by applicable law. If you are accepting on behalf of your employer or another entity, then you represent and warrant that: (i) you have full legal authority to bind your employer or such entity to this Agreement; (ii) you have read and understand this Agreement; and (iii) you agree to this Agreement on behalf of the party that you represent.

These Terms are subject to change by Rocky Mountain Hardware from time to time in our sole discretion. The latest version of these Terms will be posted on this Site, and you should review these Terms before purchasing any products or services that are available through our Partner Portal. Your continued use of our Partner Portal after a posted change in these Terms will constitute your acceptance of and agreement to such changes. You are expected to check this page frequently so you are aware of any changes, as they are binding on you.

These Terms are an integral part of the Website Terms of Use, located at [rockymountainhardware.com/terms-and-conditions](http://rockymountainhardware.com/terms-and-conditions), that apply generally to the use of our Site. You should also carefully review our Partner Portal Terms of Service and our Privacy Policy before placing an order for products or services through the Partner Portal (see Sections 6 and 7).

Any heading, caption, or section title contained herein is for convenience only, and in no way defines or explains any section or provision.

### TERMS AND CONDITIONS OF SALE

## **Prices**

. All prices are subject to change without prior notice. Prices are exclusive of all local, state, and federal taxes. Wherever applicable, taxes will be added to the invoice as a separate charge to be paid by the Buyer or Purchaser.

## **Payment Terms**

. Terms of payment are within our sole discretion. Our terms of payment for all products sold are 50% deposit at time of order, and balance due at time of shipment (unless a customer has established an open account). For all approved open account customers, terms are NET 30 from the date of invoice. All invoices are past due thereafter.

Past due accounts will be placed on a “**HOLD**” status until the account is brought current. When we place an account on hold, all orders currently in-house are pulled out of production and put on hold status. A carrying and finance charge of 1.75% per month (21% annually or the legal rate) will be charged on all past due accounts.

We reserve the right to ship on a C.O.D. status if deemed necessary.

Trade discounts from the list price are expressly conditioned upon timely payment by the Purchaser. Trade discounts for accounts past due are subject to rescission at the sole and absolute discretion of Rocky Mountain Hardware.

Upon our demand, the full price for past due invoices shall become due, subject to the monthly interest charge, as described above. All accounts consistently problematic including untimely payments are subject to closure at our discretion.

All invoices will be dated at day of shipment. All payments to be remitted

Rocky Mountain Hardware P.O. Box 4108 Hailey, ID 83333

We are not responsible for pricing, typographical, or other errors in any offer by us and we reserve the right to cancel any orders arising from such errors.

We accept American Express, MasterCard, and Visa for all purchases. We also accept ACH payment and Wire Transfer. You represent and warrant that (i) the credit card information you supply to us is true, correct, and complete, (ii) you are duly authorized to use such credit card for the purchase, (iii) charges incurred by you will be honored by your credit card company, and (iv) you will pay charges incurred by you at the posted prices, including all applicable taxes, if any.

## **Orders**

. You agree that your order is an offer to buy, under these Terms, all products and services listed in your order. All orders must be accepted by us, or we will not be

obligated to sell the products or services to you. We have no minimum order and reserve the right to refuse any order in whole or part.

### **Changes and Cancellations**

. An order, once placed with and accepted by us, may not be changed or canceled without our consent, and only upon terms which will indemnify us against loss. Cancelled orders are subject to a 30% restocking fee.

### **Shipments; Delivery; Title and Risk of Loss**

. All sales are F.O.B. Hailey, Idaho and will be shipped direct to our distributors. All orders will be shipped prepaid and added to the invoice. We do not quote freight. Shipments will be made by the most expeditious and economical means available to us. Upon delivery to the transportation company, shipments become the property of the Buyer or Purchaser, who assumes full risk for loss or damage in transit. Claims for loss or damaged shipments must be made promptly by the customer against the carrier.

### **Claims**

. All claims for shortages, defective merchandise, billing errors, etc., must be made in writing within 14 days from date of invoice. No claim will be allowed for work done by others, consequential damages, or other expenditure, and undertaking by us to repair or replace defective goods.

### **Returns**

. RETURNS ARE ACCEPTABLE ONLY FOR DEFECTS OR ERRORS FOR WHICH WE ARE RESPONSIBLE. No merchandise can be returned without a Returned Goods Authorization (RGA). Unauthorized returns will be refused and returned to sender at their expense. Email RGA requests to Rocky Mountain Hardware, Inc., at [r eturns@rockymountainhardware.com](mailto:returns@rockymountainhardware.com).

If an RGA is issued, then the appropriate form will be emailed, or mailed, at Seller's sole discretion, to the Buyer or Purchaser. This form must be completed, and a copy enclosed, with the merchandise being returned. Returned merchandise must be wrapped and packaged in the same condition as it was shipped to the Buyer or Purchaser from us. Any damaged or lost product will not be credited to your account if the damage or loss was caused by improper packaging. All RGAs expire 60 days after issuance. Product received by us after that date will be returned to the Buyer or Purchaser refused and unopened.

### **Discontinuance**

. We reserve the right to discontinue or change any price, product, design, function, and finish without prior notice.

## **LIMITED WARRANTY**

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

NEITHER ANY PERFORMANCE OR OTHER CONDUCT, NOR ANY ORAL OR WRITTEN INFORMATION, STATEMENT OR ADVICE PROVIDED BY US OR ANY OF OUR SUPPLIERS, AGENTS OR EMPLOYEES WILL CREATE A WARRANTY, OR IN ANY WAY INCREASE THE SCOPE OR DURATION OF THIS LIMITED WARRANTY.

**BRONZE PRODUCTS.** We warrant a lifetime guarantee for our bronze products to be free from defects in materials and workmanship.

**INTERNAL MECHANISMS.** We warrant our internal mechanisms, including all locks, latches, etc., are guaranteed for 50 years from the date of sale to the original user.

**COMMERCIAL PROJECTS.** For Commercial Projects, we warrant the bronze products are guaranteed for 20 years, and the internal mechanisms for five (5) years from the date of sale to the original entity.

**PATINA FINISH AND LEATHER. WE DO NOT WARRANT ANY PATINA FINISH OR LEATHER.** Rocky Mountain Hardware, Inc., patina finishes may in time rub off in places due to the frequency of use. We do not consider this to be a defect, but rather a normal process which cannot be avoided, and over time enhances the naturally aging appearance of the metal. Thus, we cannot guarantee product patina finishes and will not repair or replace patina finishes under this warranty.

**SERVICES.** We warrant that our services will be performed in a professional manner and in accordance with generally recognized industry standards for similar services.

### **Who May Use This Warranty**

? This limited warranty extends only to the original purchaser of products and services. It does not extend to any subsequent or other owner or transferee of the product or any transferee or other beneficiary of the service.

### **What Does This Warranty Cover**

? This limited warranty covers during the Warranty Periods (as defined above) defects in materials and workmanship in products and services purchased from us.

### **What Does This Warranty Not Cover**

? This limited warranty does not cover any damages due to: transportation; storage; improper use; failure to follow the product instructions or to perform any preventive maintenance; modifications; combination or use with any products, materials, processes, systems or other matter not provided or authorized in writing by us; unauthorized repair; normal wear and tear; or external causes such as accidents, abuse, or other actions or events beyond our reasonable control.

We assume no liability for any labor charges regarding the removal or reinstallation of the products; nor will we cover any freight, postage, or handling expense relative to the product. Damages caused by accident, misuse, abuse, or improper installation are not covered by this warranty.

### **What Is the Period of Coverage**

? This limited warranty starts on the date of your purchase and lasts for the specified warranty period listed above. The warranty period is not extended if we repair or replace a warranted product or re-perform a warranted service. We may change the availability of this limited warranty at our discretion, but any changes will not be retroactive.

### **What Are Your Remedies Under This Warranty**

? Our responsibility for defective products or parts is limited to repair and replacement upon presentation, together with proof of purchase dated within the warranty period. With respect to any defective products or services during the warranty period, we will, in our sole discretion, repair or replace such products (or the defective part) or re-perform the defective services free of charge.

### **LIMITATION OF LIABILITY**

. THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE OBLIGATION AND LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. OUR LIABILITY WILL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT OR SERVICE THAT YOU HAVE PURCHASED THROUGH THE SITE, NOR WILL WE UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY LOSS OF WORK, USE, BUSINESS, GOODWILL, REPUTATION, REVENUE OR PROFIT, ANY DIMINUTION IN VALUE, COSTS OF REPLACEMENT GOODS OR SERVICES, OR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

### **INTELLECTUAL PROPERTY USE AND OWNERSHIP**

. You acknowledge and agree that:

Rocky Mountain Hardware is and will remain the sole and exclusive owner of all intellectual property rights in and to each product and service made available on this Site, the Partner Portal, and any related specifications, instructions, documentation, or other materials, including, but not limited to, all related copyrights, patents, trademarks, and other intellectual property rights, subject only to the limited license granted under the product's or service's license agreement.

## **PRIVACY**

**POLICY.** We respect your privacy and are committed to protecting it. Our Privacy Policy, located at [www.rockymountainhardware.com/privacy-policy](http://www.rockymountainhardware.com/privacy-policy), governs the processing of all personal data collected from you in connection with your purchase of products or services through our Site via the Partner Portal.

## **PARTNER PORTAL TERMS OF SERVICE**

. Our Partner Portal Terms of Service, located at [partners.rockymountainhardware.com/terms-and-conditions](http://partners.rockymountainhardware.com/terms-and-conditions), governs your access to and use of the Partner Portal.

## **FORCE MAJEURE**

. Neither party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any of your obligations to make payments to us hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("**Impacted Party**") reasonable control, including, without limitation, the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, explosion, or natural disasters such as epidemics and severe weather events; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; and (f) other similar events beyond the reasonable control of the Impacted Party.

The Impacted Party shall give written notice of the Force Majeure Event(s) to the other party as soon as reasonably practicable after the Impacted Party becomes aware, or ought reasonably to have become aware, that such Force Majeure Event(s) qualifies for relief under this Section. In any event, within 72 hours of becoming aware of such circumstances, the Impacted Party shall give written notice stating in good faith details (to the extent available) of the relevant Force Majeure Event(s) and its consequences and effects on the Impacted Party, the likely duration of such consequences and effects (the "**Force Majeure Period**"), and the remedial measures proposed by the Impacted Party to avoid or remove the relevant Force Majeure Event(s) or to mitigate its consequences and effects. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are

minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.

### **GOVERNING LAW**

. All matters arising out of or relating to these Terms are governed by and construed in accordance with the internal laws of the State of Idaho without giving effect to any choice or conflict of law provision or rule (whether of the State of Idaho or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Idaho.

### **ASSIGNMENT**

. You will not assign any of your rights or delegate any of your obligations under these Terms without our prior written consent. Any purported assignment or delegation in violation of this Section 10 is null and void. No assignment or delegation relieves you of any of your obligations under these Terms.

### **NO WAIVERS**

. The failure by us to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any right or provision will be effective only if in writing and signed by a duly authorized representative of Rocky Mountain Hardware.

### **NO THIRD-PARTY BENEFICIARIES**

. These Terms do not and are not intended to confer any rights or remedies upon any person other than you.

### **NOTICES**

#### **To You**

. We may provide any notice to you under these Terms by: (i) sending a message to the email address you provide or (ii) by posting to our Site. Notices sent by email will be effective when we send the email and notices we provide by posting will be effective upon posting. It is your responsibility to keep your email address current.

#### **To Us**

. To give us notice under these Terms, you must contact us as follows:  
email at [info@rockymountainhardware.com](mailto:info@rockymountainhardware.com) or by  
personal delivery, overnight courier or  
registered or certified mail to 1 020 Airport Way, Hailey, ID 83333 USA. We may update the

email or address for notices to us by posting a notice on the Site. Notices provided by personal delivery will be effective immediately. Notices provided by overnight courier will be effective one business day after they are sent. Notices provided by registered or certified mail will be effective three business days after they are sent.

### **MISCELLANEOUS**

. These Terms, our Partner Portal Terms of Service, our Website Terms of Use, and our Privacy Policy will be deemed the final and integrated agreement between you and us on the matters contained in these Terms. If any provision of these Terms is invalid, illegal, void or unenforceable, then that provision will be deemed severed from these Terms and will not affect the validity or enforceability of the remaining provisions of these Terms.