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Modulite™ Panelization System Ordering Policy

This Modulite Panelization System Ordering Policy (“Modulite Policy”) governs the sale by Tremco CPG Inc. (“Seller”) of Modulite Panelization Systems (“Products”) to buyer (“Buyer”). This Modulite Policy specifically incorporates the Terms and Conditions of Sale located at: <https://www.tremcocpg.com/terms-and-conditions-of-sale>. If any terms herein are inconsistent with or different from the Terms and Conditions of Sale, the terms of this Modulite Policy shall control.

1. All Products require an initial deposit of Thirty Percent (30%) of the total quoted price for purchase (the “Deposit”). The Deposit shall be applied to the total purchase price for the Products and any fees, or refunded if all the terms and conditions of the Modulite Policy and the Terms and Conditions of Sale are met.
2. If Buyer cancels or terminates an order for Products within ninety (90) days of placing the order or before Seller has begun any work on the order, including but not limited to securing raw materials, then Buyer shall be refunded the entire amount of the Deposit within fifty-five (55) days of the order cancellation.
3. If Buyer cancels or terminates an order after ninety (90) days of placing the order or after Seller has begun work on the order, then all finished Products shall be purchased by Buyer from Seller at the price set forth in the order by the Buyer and order acknowledgement by the Seller. Additionally, all work in process shall be stopped and Buyer shall either pay for shipment of such materials or pay for Seller’s disposal cost of such materials. Buyer shall pay to Seller 125% of all labor cost performed up to the point of termination or cancellation, including any travel expenses for site visits, field dimensions, and rental equipment. Lastly, Buyer shall purchase all raw materials ordered by Seller to manufacture the Products at Seller’s cost, including any freight costs, unless Seller has the option to return such materials, in which case Buyer shall pay any restocking, freight, or other associated fees. For special order items, Buyer shall pay 150% of Seller’s cost. At Buyer’s option, Buyer can elect to pay Seller’s disposal costs for such raw materials in lieu of paying for freight for shipment of the materials. If applicable, all such costs may be offset from the Deposit. All such payments by Buyer are due and payable within thirty (30) days of the cancellation or termination of the Order.
4. All engineering or shop drawings must be paid in full by Buyer to Seller when Buyer places and Seller accepts an order. Such fees are not refundable.
5. All costs for designs and mockups must be paid in full by Buyer to Seller when Buyer places and Seller accepts an order. Such fees are not refundable.

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