



## GENERAL NOTES / TERMS AND CONDITIONS

This document contains the terms and conditions upon which Vertex Systems Limited (“Vertex”) provides all products and services to you as a customer. By engaging Vertex you agree to be bound by these terms and conditions as amended from time to time. These terms and conditions supersede any prior agreements between you and us. These terms and conditions are subject to any specific variations which may be agreed in writing with us in any signed service contract.

- 1) Custom orders cannot be cancelled or returned after the order has been placed. Upon signing the agreement, the customer accepts the terms and conditions outlined below.
- 2) A 60% deposit of the product total is required to place the order. Please include the estimate number in the payment description. The remaining 40% of the product total must be paid upon arrival to Bermuda. The final payment invoice for installation will be sent upon completion.
- 3) The screens are the property of Vertex until the payment of the final installation invoice. Refunds on the product total are not available as all orders are custom.
- 4) Lead times vary on the specifics of each order but averages 8 weeks from receiving the 60% deposit payment. Delays in the delivery of an Order shall not entitle the Customer to: (a) refuse to take delivery of the Order; or (b) claim damages; or (c) cancel the order.
- 5) Orders must be delivered to site or collected by the customer within two weeks of being notified of the system arriving in Bermuda. If storage is required beyond this period, storage fees will apply. Vertex is not responsible for any loss or damage to the product in the event the customer transports from the Vertex warehouse to site.
- 6) Fenetex screen installations are completed as per the instructions outlined in Fenetex Florida Product Approval #FL 8637 R14 (available via fenetex.com or upon request). Vertex is not responsible for any structural / masonry work that may be required in order to install the screens. It is the responsibility of the owner to ensure the existing structural conditions are sufficient for the installation of the product. Unless agreed in writing between you and Vertex for an additional fee, Vertex is not responsible for coordinating any required consultation for structural / masonry work. Where Vertex agrees in writing to coordinate consultation it shall in no case be liable for the costs of such consultation.
- 7) The quoted installation price covers typical installation conditions for the type of work being performed. Vertex is not responsible for any unexpected or unknown conditions such as poor substrate material, compromised building structure beyond what is visible from site inspection, etc. Such unforeseen conditions that incur additional cost are the responsibility of the customer and payable to Vertex.
- 8) Vertex is not responsible for the painting of masonry or other affected surfaces upon completion of the screen installation. On exception, Vertex can coordinate any required painting and/or masonry work upon request, but is not liable for the cost.
- 9) Hurricane screens are designed to protect porches and property in high winds. The screens can be used as sunshades and insect screens on a daily basis, however, this is not their primary function. Waffling at vertical edges and screen bag is normal / intentional. Buffeting and noise generated by the weight bar moving within the tracks is normal.
- 10) The customer is responsible for any required applications to the Department of Planning.
- 11) Installations shall be carried out between the hours of 8am-5pm, Monday to Friday, unless otherwise agreed.



- 12) The installation team will remove product related trash and debris from site upon completion.
- 13) Vertex does not carry out electrical work and therefore electrical pricing is not included in this estimate. Vertex works with electricians familiar with Fenetex systems - please contact us if you require assistance in coordinating with an electrician.
- 14) In all cases, Vertex bears no liability for the quality, specifications and/or defects in design, material or workmanship of the Fenetex products which it supplies. The sole recourse for you is to claim directly under the warranty offered by Fenetex Retractable Screens (for convenience, please see an example of the Fenetex Warranty and OmegaTex Warranty, Addendum 1 on the following pages which is subject to amendment from time to time and may be obtained from the Fenetex Retractable Screens Website).
- 15) These terms and conditions [together with the signed purchase order] constitute the entire agreement between the parties. Each party acknowledges that in entering into this agreement it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it has no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.