

# Service Policy



NORTHERN CONTOURS  
STANDARD TERMS & CONDITIONS





### CUSTOMER CARE CONTACTS

Hours | M – F, 8 AM to 4:30 PM CST  
Phone | 877-998-1814 Fax | 877-998-1810  
Email | [orders@northerncontours.com](mailto:orders@northerncontours.com)

### PLACING AN ORDER

Orders are accepted by logging in at [www.northerncontours.com](http://www.northerncontours.com) or by using a Northern Contours order form and sending it in via email, EDI or fax. Phone orders are not accepted. Order forms can be downloaded at [www.northerncontours.com/downloads](http://www.northerncontours.com/downloads). Orders may be accepted by Northern Contours 24 hours a day, 7 days a week.

- Orders may be placed in inches or millimeters, provided the unit of measure is made clear on the order form.
- Order the exact size to the nearest 1/32" or nearest millimeter.
- Always order in Width x Height measurements.
- All pricing is per square foot and rounded to the nearest hundredth of a sq. ft. FOB Northern Contours facility.
- 1 sq. ft. minimum charge applies on 3DL, LEVEL and Wood Veneer components. 1.5 sq. ft. minimum applies on 5-piece components. 2 sq. ft. minimum charge applies on LEVEL frames, Wood Veneer frames, fillers, overlays and undersized components.
- 2 lineal ft. minimum charge applies on Floating Shelves.
- \$25 minimum order charge applies prior to freight, packaging and other fees.

Incomplete orders will be placed on hold until missing information is obtained. Orders on hold are not released for production. Failure to provide needed information may extend lead time. We reserve the right to change materials or specifications as necessary.

### LEAD TIMES

Lead times vary per product; typically orders ship within ten business days. Any delivery times are estimates only. The day after you receive your acknowledgement is business day one. Please contact Customer Care for the most up-to-date lead times. Northern Contours shall not be responsible for damages of any kind or back charges related to shipping delays.

### ORDER ACKNOWLEDGMENTS

All orders are generally acknowledged within 24 hours. Contact Customer Care if you do not receive an acknowledgement.

- All orders enter production the day following the acknowledgment receipt to allow for changes.
- Any order discrepancy must be reported to Customer Care within 24 hours of receipt.
- Northern Contours is not liable for unreported or not timely reported order errors or discrepancies.
- Northern Contours is not responsible and may correct pricing or other order errors made by Northern Contours.

### ORDER CHANGES & CANCELLATIONS

- Changes or cancellations must be received in writing within 24 hours of acknowledgment.
- Any changes made after the 24 hour cut-off will result in a 50% to 100% restocking fee at our discretion.
- Orders cannot be canceled after the 24 hour cut-off.

### RUSH ORDER SERVICE

Rush orders may be available for most components and are subject to these limitations and rush fee or upcharge, whichever is greater.

1 day lead time = \$125 rush fee or 100% upcharge  
2 day lead time = \$100 rush fee 50% upcharge  
3 day lead time = \$75 rush fee 30% upcharge  
4 day lead time = \$50 rush fee 25% upcharge  
5 day lead time = \$25 rush fee 20% upcharge  
6 day lead time = \$25 rush fee 15% upcharge

- Rush order maximum 100 sq. ft. per customer, per day.
- Rush orders are subject to approval. Not all levels of rush service are available for all products. Exceptions may apply due to product type, component size, or order size.
- Lead time begins 1 business day after the order is committed and acknowledgement is received. This is subject to change if the order is on credit hold.
- Rush service is not available on 5-piece orders that include glass inserts.
- Glazed rush orders require 5 (FIVE) business day minimum.
- Rush orders will ship LTL or UPS Ground and include standard packaging. Additional packaging and express deliveries are available for an additional charge.
- Rush orders cannot be canceled or changed.

Northern Contours will strive to meet the requested Rush order delivery date; however, delivery times represent best estimates only. Northern Contours shall not be liable for any damage or delay due to an act of terrorism, fire, act of God, pandemic, civil disorder, strike, labor or material shortage, act(s) of government, or other causes beyond our reasonable control. Northern Contours shall not be responsible for damages of any kind or back charges related to shipping delays.

### QUOTES & CUSTOM PRODUCTS

Complete custom capabilities are available. We provide a complimentary quote service for standard projects. Project quotes requiring detailed drawings may have a fee. We encourage you to contact your Sales Representative with special requests, custom profiles, and for information on project or volume discounts. We may cancel a quote at any time before it is accepted.

### STANDARD PACKAGING

Northern Contours packaging meets common carrier standards. Descriptions are noted in the table.

- LEVEL A, standard packaging is included in all published list prices. Other packaging costs are net charges and discounts do not apply.
- Shipment sizes less than 40 sq. ft. with product dimensions less than 27" x 58" will be boxed and shipped via UPS Ground and charged \$6 per box.
- Shipments larger than 40 sq. ft. or with product dimensions greater than 27" x 58" will be downstacked onto pallets and shipped LTL via the carrier of our choice.
- Pallet size is determined by size of product. 2" minimum clearance between product and edge of pallet on all sides is required.

### CUSTOM PACKAGING

Custom packaging solutions can be created to your specifications and will be quoted. Custom packaging charges may apply when one PO# per pallet is specified.

### SHIPPING & DELIVERY

Delivery times represent best estimate only. Northern Contours shall not be liable for any damage or delay due to an act of terrorism, fire, act of God, pandemic, civil disorder, strike, labor or material shortage, act(s) of government, or other causes beyond our reasonable control.

- Orders will ship UPS (Parcel) or LTL (Level A, B, C or D) based on the component size, order size, and delivery date requirements.
- Specific carrier requests or a higher level of service, such as Next Day Air will incur additional costs.
- Special requirements or capabilities at receiving location should be addressed at time of the order. Deliveries to residential or limited access addresses may incur additional delivery charges by freight carriers.
- Oversized cartons and moulding boxes are subject to additional freight charges regardless of actual weight when shipped via UPS. Option to cut mouldings to 91" length to fit in approved parcel tube. \$10 per order.
- 4' x 8' sheets will always arrive on an oversized pallet.

### PACKAGING PRICING

BOX	<b>Standard Parcel Packaging</b> Components are stacked face to face, back to back with a layer of foam in between, then secured using a Sus-Pak packaging system.	\$6 per box
LEVEL A	<b>Standard LTL Packaging</b> Components are stacked on a pallet face to face, back to back with a layer of foam in between. The corners of the skid are reinforced with heavy duty cardboard and stretch wrapped. Components are further secured to the pallet with a minimum of 4 straps, 2 in each direction. Each pallet is labeled with the orders included on the pallet.	Included in published list prices
LEVEL B	<b>Hexacomb Wrap</b> LEVEL A + ½" cardboard engineered for strength, cushioning & rigidity.	\$10 per 200 sq. ft.
LEVEL C	<b>Corrugate Crate</b> LEVEL A + Large, double walled corrugate box with lid, secured to the pallet with packing tape and a minimum of 4 straps, 2 in each direction.	\$30 per 200 sq. ft.
LEVEL D	<b>Wooden Crate</b> LEVEL A + Wooden crate secured to pallet with nails.	\$80 per 200 sq. ft.

### ADDITIONAL OPTIONS

DIVIDER	Multiple orders within a palletized shipment separated by a piece of corrugated cardboard. Available upon request as a complementary service.	Available upon request
BUNDLE WRAP	Each bundle includes no more than 4 layers of components stacked face to face, back to back with a layer of foam separating each layer. The bundle is then wrapped in foam & secured with 5" wide stretch wrap. Each wrapped bundle can be color coded & labeled with a PO# & Tag To.	Additional \$0.35 per sq. ft.
CORRUGATE WRAP	Product is bundle wrapped. The bundles are then secured with rolled corrugate & banding. Each pack can be labeled with a PO# & Tag To.	Additional \$0.50 per sq. ft.

### ACCEPTANCE AND RECEIPT OF GOODS

By signing the delivery receipt without exception you are acknowledging your shipment has been delivered in the expected condition. Any failure to note damage or shortage are the customer's responsibility.

- The law requires the consignee to accept the shipment in its entirety, regardless of the extent of damage. Partial refusal of damaged freight is not legal.
- The use of rubber stamps using phrases such as "received, subject to inspection" have no legal bearing.
- Northern Contours does not accept product returns.

### DAMAGE, DEFECTS OR MISSING PRODUCT

All damage and defects, concealed or not, and missing product must be reported within 5 days of receipt to Northern Contours Customer Care at 877-998-1814.

You must fully document all damages and missing items at the time of delivery to preserve carrier recourse options. Always take photos of any damaged product and packaging. Northern Contours is not responsible for any product damaged or lost in transit that is not noted on the delivery receipt.

Northern Contours is not responsible for any product that is damaged due to excessive handling and/or for damages due to poor storage conditions after delivery. Please see Northern Contours Limited Warranty for additional warranty details and disclaimers.

### CONCEALED DAMAGE

If you've signed a delivery receipt and discover concealed shipping damage later, it is your responsibility to timely notify us and prove that the shipment was damaged at the time of delivery. Customer shall indemnify, defend, and hold Northern Contours harmless from any third party claim, demand, or damage arising in whole or in part from Customer's: breach of this Agreement; negligence; or failure to comply with applicable laws, codes and regulations. Customer consents to Northern Contours storage and use of any data or information provided by Customer.

#### RECEIVER DO'S:

DO check the delivery receipt while the driver is still present

- Confirm the shipment is your product.
- Confirm all the required information or documentation is present. i.e. purchase order number(s), receiving authorization, freight terms, number of pieces, boxes, tubes, pallets, etc.

DO perform a joint count or inspection with driver. Disputed counts and visible damage must be notated.

- Visually inspect goods. Check for damage and package integrity, e.g. crushing, tears, punctures, re-wrapped pallets, opened or loose item, wetness, stains, etc. Take photos of any suspected damage to product and packaging.
- Check for evidence of pallets having been stacked. If possible, take detailed pictures of both the packaging and product if damage has occurred.
- Damaged pallets/pieces should be inspected closer at this time and specific notations of damage or shortage should be written on all copies of the delivery receipt.

DO sign the delivery receipt while the driver is still present.

- If there are notations of damages or shortages, request the driver to sign or initial all copies of the delivery receipt.

#### RECEIVER DON'TS:

DON'T sign the delivery without reading what you are signing. You may be signing for add-on charges for that delivery.

DON'T sign for palletized freight if you cannot count or determine the number of pieces listed on the delivery receipt.

DON'T allow drivers to put away stock for you prior to a thorough inspection of the goods.

DON'T make notations on the delivery receipt based on opinions on the cause of damage.

### REMAKE ORDERS

When damages, defects or errors are found with your order, you must contact Northern Contours Customer Care at 877-998-1814 within **5 days** of delivery.

If the remake is due to customer error, product and all shipping charges will be invoiced. Standard lead time and freight charges apply unless otherwise specified.

If the remake is caused by our error, no product or standard shipping charges will apply. Customer must inform Northern Contours at the time of the remake request what class of service will be required to deliver the remakes on a timely basis. Expedited shipping requested by customer will be billed.

We may request the return of defective or damaged product for inspection and will issue a pre-paid call tag. In most occurrences, digital photos will suffice.

### PAYMENT TERMS

Standard payment terms are 1% 10 Net 30. If errors or discrepancies are found on your invoice, immediately contact Customer Care at 877-998-1814. All discrepancies should be reported within 20 days of invoice receipt. Late payments are subject to 1.5% interest per month or the maximum amount allowed by law and Northern Contours is entitled to recover collection costs, expenses and attorney fees for late payments.

Northern Contours maintains lien and bond and other legal and equitable rights and remedies to collect payment. At our request, Customer shall provide all information necessary regarding the job site and owner to allow Northern Contours to perfect its lien or bond rights. Customer shall be responsible for all taxes, levies, customs and duties imposed by any government agency with the exception of taxes based on Northern Contours income. Title shall remain with Northern Contours until it has been paid in full.

### CLAIMS

These terms and conditions shall be governed by Minnesota Law. Any action or claim related to these terms and conditions shall be venued exclusively in the appropriate state and federal courts of Minnesota in or nearest Hennepin County. Customer and Northern Contours each specifically consent to this choice of law and forum as a condition to entering into an agreement to do business with each other.

Northern Contours shall not be liable for any incidental, consequential, special or punitive damages all which are expressly disclaimed as a condition of entering into each purchase. Any claims by Customer for direct damages shall be limited to the amount paid by Customer for the specific product alleged to be defective.

Customer shall indemnify, defend and hold Northern Contours harmless from any third party claim, demand, penalty or lawsuit for personal injury, property damage or wrongful death caused in whole or in part by the negligence or intentional act(s) of Customer of a third party outside Northern Contours control.

Northern Contours Limited Warranty provides the complete and exclusive remedy for Customer.



## 1 YEAR CERTIFICATE OF LIMITED WARRANTY FOR UNFINISHED COMPONENTS

Meaning: Unfinished MDF, Unfinished Wood Veneer slab doors and Unfinished Wood Veneer insert panels

Northern Contours Inc. warrants to the original purchaser that its unfinished components will be free from defects in material and workmanship under normal use for a period of ONE YEAR from the invoice date, subject to these terms and conditions. When properly handled, our components will conform within our manufacturing specifications. This Limited Warranty applies only to Northern Contours Inc. components which are stored, handled, and installed properly. Unfinished components must be properly sealed and/or painted within thirty days of receiving same or this warranty is null and void.

### Warranty Limitations.

- Our engineered core is designed to perform properly in controlled interior applications once finished or sealed. Like all wood products, they may respond adversely to excessive heat, humidity, dryness or cold. Problems associated with extreme environmental conditions (for example humidity less than 30% or over 70%) are not covered by this warranty.
- This limited warranty does not cover the change in appearance of any component due to the aging process such as exposure to natural and artificial light, excessive heat, steam, chemicals or defects caused by poor or improper sealing, painting, or finishing applied by others all of which are excluded from this warranty.
- Doors are warranted for warp if the warp exceeds the following tolerances:
  - Doors up to 24" in height: maximum bow = 1/16".
  - Doors from 24" to 48" in height: maximum bow = 1/8".
  - Doors from 48" to 72" in height: maximum bow = 1/4".
  - Doors over 72" are not warranted for warp.

Northern Contours Inc. periodically updates and makes changes to its components and specifications. If a valid warranty claim is filed regarding an obsolete or changed component, Northern Contours Inc. will replace the part(s) under warranty with a new part of the same style or with a similar style currently offered. Northern Contours Inc. is not responsible for replacement components that may not exactly match installed item.

Northern Contours Inc. cannot guarantee the way colors or woodgrains are displayed on a computer monitor or printouts from our website or catalog. Northern Contours Inc. does not warrant that actual items will match the images of samples or photos of items on a computer monitor or printouts from our website or catalog.

**Sole & Exclusive Remedy.** The exclusive remedy by Northern Contours Inc. shall be limited to the repair or replacement of any component proved to be defective under normal use and care. Our warranty does not cover defects caused by misuse, abuse, negligence, alterations, extreme environmental conditions, improper: cleaning, storage and handling including use or storage outdoors, installation. THIS LIMITED WARRANTY IS YOUR SOLE AND EXCLUSIVE WARRANTY WITH RESPECT TO THE COMPONENTS. ALL IMPLIED WARRANTIES ARE STRICTLY LIMITED TO THE DURATION OF THIS LIMITED WARRANTY, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

**Submitting a Warranty Claim.** To submit a claim, the original purchaser must provide Northern Contours Inc. with (a) a written notice of claim under this warranty, and (b) within 90 days after notice of claim, and submit proper documentation of the defective product to Northern Contours at 409 S Robert St. Fergus Falls, MN 56537

**LIMITATION OF LIABILITY:** IT IS UNDERSTOOD AND AGREED BY BOTH PARTIES THAT NORTHERN CONTOURS, INC. SHALL NOT BE LIABLE WHETHER IN CONTRACT, TORT UNDER ANY WARRANTY, IN NEGLIGENCE OR OTHERWISE, FOR ANY PUNITIVE, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES SUCH AS THE COST OF EXTRANEIOUS MATERIALS, LABOR FOR INSTALLATION, REMOVAL OR REPLACEMENT, TRAVEL COSTS, OR OTHER RELATED EXPENDITURES. ANY CLAIMS AGAINST NORTHERN CONTOURS, INC. FOR DIRECT DAMAGES SHALL NOT EXCEED THE PURCHASE PRICE PAID BY PURCHASER TO NORTHERN CONTOURS, INC FOR THE DEFECTIVE COMPONENT. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTIONS UNDER THIS AGREEMENT MAY BE BROUGHT BY THE PURCHASER MORE THAN FIVE YEARS AFTER THE CAUSE OF ACTION HAS ACCRUED.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.





## 5 YEAR CERTIFICATE OF LIMITED WARRANTY FOR COMPONENTS

Meaning: 2DL | 3DL | 5PC | TFL

Northern Contours Inc. warrants to the original purchaser that its components will be free from defects in material and workmanship under normal use for a period of FIVE YEARS from the invoice date, subject to these terms and conditions. When properly handled, stored, and installed our components will conform within our manufacturing specifications. This Limited Warranty applies only to Northern Contours Inc. components which are stored, handled, and installed properly.

### Warranty Limitations

- We warrant our components against delamination or surface discoloration for a period of FIVE YEARS from the invoice date. This is a repair or replacement warranty at our discretion.
- Products manufactured outside our normal specifications are not covered by our warranty. Products are not warranted if exposed to excessive heat. Proper installation of heat shields between components and ovens or between components and lighting that generates high temperatures is recommended.
- Our manufacturing tolerance is  $\pm 1/32$ " or 1 mm. Warp specification is 1.5 mm per lineal foot. Warp is measured with the door on the cabinet with hinges fully adjusted. Components must be stored in a temperature-controlled environment upon delivery.
- Remove the protective peel coat from product promptly after installation. Exposure to sun will make the peel coat difficult to remove.
- The replacement of new materials for those as may be defective may result in a color or grain variance in comparison to the originally installed materials due to color or texture changes by laminate or veneer manufacturers and is not indicative of a defect. Northern Contours, Inc. reserves the right to substitute such materials in styles that are then being manufactured and is only obligated to match color style and quality with such products as it is manufacturing at the time of replacement.

Northern Contours Inc. cannot guarantee the way colors or woodgrains are displayed on a computer monitor or printouts from our website or catalog. Northern Contours Inc. does not warrant that actual items will match the images of samples or photos of items on a computer monitor or printouts from our website or catalog.

**Sole & Exclusive Remedy.** The exclusive remedy by Northern Contours Inc. shall be limited to the repair or replacement of any component proved to be defective under normal use and care. Our warranty does not cover defects caused by misuse, abuse, negligence, alterations, extreme environmental conditions, improper: cleaning, storage and handling including use or storage outdoors, installation. THIS LIMITED WARRANTY IS YOUR SOLE AND EXCLUSIVE WARRANTY WITH RESPECT TO THE COMPONENTS. ALL IMPLIED WARRANTIES ARE STRICTLY LIMITED TO THE DURATION OF THIS LIMITED WARRANTY, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

**Submitting a Warranty Claim.** To submit a claim, the original purchaser must provide Northern Contours Inc. with (a) a written notice of claim under this warranty, and (b) within 90 days after notice of claim, and submit proper documentation of the defective product to Northern Contours at 409 S Robert St. Fergus Falls, MN 56537

**LIMITATION OF LIABILITY:** IT IS UNDERSTOOD AND AGREED BY BOTH PARTIES THAT NORTHERN CONTOURS, INC. SHALL NOT BE LIABLE WHETHER IN CONTRACT, TORT UNDER ANY WARRANTY, IN NEGLIGENCE OR OTHERWISE, FOR ANY PUNITIVE, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES SUCH AS THE COST OF EXTRANEIOUS MATERIALS, LABOR FOR INSTALLATION, REMOVAL OR REPLACEMENT, TRAVEL COSTS, OR OTHER RELATED EXPENDITURES. ANY CLAIMS AGAINST NORTHERN CONTOURS, INC. FOR DIRECT DAMAGES SHALL NOT EXCEED THE PURCHASE PRICE PAID BY PURCHASER TO NORTHERN CONTOURS, INC FOR THE DEFECTIVE COMPONENT. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTIONS UNDER THIS AGREEMENT MAY BE BROUGHT BY THE PURCHASER MORE THAN FIVE YEARS AFTER THE CAUSE OF ACTION HAS ACCRUED.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

