

Commercial Terms & Conditions

Payment Terms:

Deposits are required for all 1st-time orders and until credit has been established. Datum's standard terms are NET 30 Days. All invoices and payments in U.S. dollars.

Pricing:

All prices shown are F.O.B. Emigsville, PA 17318-0355 and are subject to change without notice. See separate contract for GSA pricing, terms, and conditions.

Ordering Instructions:

All orders must be in writing and accompanied by a purchase order number. Quantities, part numbers, paint, and laminate colors must be clearly noted on order. All orders will be confirmed with a written acknowledgment. MobileTrak® orders must have signed layout approval for order placement.

Changes to Orders:

Once an order has been acknowledged, any changes to that order will be subject to a minimum \$100.00 charge, 25% restocking fee, and extended lead time.

Design Service:

Datum Storage Solutions offers complete layout-planning at \$75.00 per hour. Revisions to layouts shall be subject to design service fees.

Paint Color:

Products are available in standard and non-standard paint colors. Non-standard paint colors are subject to an upcharge and extended lead times. See Datum color selection chart.

Custom Paint Colors:

Datum's state-of-the-art electrostatic powder coat system has the capability to paint virtually any custom color. Minimum upcharge: \$1,000.00 NET. To ensure color correctness, a sample must be sent to

the factory for any custom paint match request. Please contact the factory for more information and custom color costs.

Custom Laminates:

Minimum upcharge: \$1,000.00 NET. Please contact the factory for more information and custom laminate costs. MobileTrak® end panels are made of ¾" Melamine if ordered in one of our standard wood colors. Standard color laminate end panels and custom color laminate panels are available but are subject to extended lead times. Please contact the factory for more information.

Design Ownership:

All designs, plans, layouts, drawings, and specifications are the property of Datum Storage Solutions and may not be used, reproduced, or distributed, in whole or part, without prior written consent.

Freight:

All shipments will be pre-paid and add, shipping dock to dock unless otherwise specified. Additional delivery options are available for an additional charge. Freight charges will be added to the invoice or billed separately, depending on arrangements. Selection of the delivery carrier will be made by Datum Storage Solutions. Buyer has the option of selecting their own carrier, F.O.B. shipping point. If this option is selected, the shipment must go freight collect or third party, and Datum Storage Solutions' responsibilities end when the order leaves our dock. All LTL/TL shipments using a third-party carrier will incur a \$35.00 handling fee per customer order. Datum Storage Solutions is not responsible for brokerage, customs, warehousing or any other fees associated with international shipments.



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Datum provides a standard packaging solution to all orders. If a custom or unique packaging solution (1/2 crate, full crate) is requested by the customer there will be up to a \$200.00 upcharge per skid dependent upon product(s) being shipped. Please contact factory for details.

Freight Claims:

Datum takes the utmost care when packaging our product to prevent shipping damage. All packaging is in accordance with carrier requirements. It is the receiver's responsibility to note on the freight carrier's delivery receipt any damage incurred while in transit. All damage and shortage claims must be submitted by you to the carrier and a copy sent to Datum. Replacement requests for these deliveries reported after 48 hours will be sent out with a charge to you, plus freight.

Concealed damage must be reported to the freight carrier and Datum within 48 hours from receipt of shipment. If concealed damage is reported in less than 48 hours, Datum will absorb one-half of the NET product price, the balance of the prices for replacement product will be billed to you under the original purchase number. All concealed damage claims reported after the 48-hour time limit become the responsibility of the receiver.

Cancellations:

ORDERS FOR "SPECIAL" OR "CUSTOM" ITEMS ARE NOT SUBJECT TO CHANGE OR CANCELLATION. Once production of "non-stock" items has begun, cancellation of the order is subject to Datum Storage Solutions' approval and a 25% surcharge will be assessed on all approved cancellation items.

Returns:

Datum will only accept a return on the following paint finishes: T15, T47, and T25. Custom colors or custom laminate panels are not returnable. Return authorization must be requested within 30 days of invoicing and no product may be returned without a prior written return authorization. All returns must be made within 30 days of receiving the written return authorization and are subject to a 25% restocking charge (\$20.00 minimum) plus all incurred freight charges. All returns must be in original packaging and in resalable condition for a credit to be issued.

Mail Master™ and MobileTrak® products are considered custom items and are therefore non-returnable.

Storage:

Datum does not have the facilities to store completed orders, therefore all orders must ship when completed. There will be a 5-day grace period for orders that do not ship on the published ship date. After the fifth day a per day storage fee will be applied on a per skid basis.

Datum may have to transfer the packaged orders to a 3rd party storage facility at your risk and expense. All fees for this storage will be passed directly to the customer. Transfer to a third-party storage company will be considered as "final delivery" to the customer including invoicing and payment.

Force Majeure:

Datum shall use its best efforts to make prompt delivery of all products ordered by you. Datum shall not be liable for delays in delivery caused by fires, floods, natural disasters, strikes, lockouts or other industry-wide labor disputes, accidents, unusual delays in transportation or in procuring material or supplies, declared or undeclared war, terrorism, compliance with the laws or orders of any governmental authority



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having or claiming jurisdiction over the parties, or by any other matters of like or different character beyond the reasonable control of Datum, nor shall Datum, under any circumstances, be liable for consequential or special damages on account of any delays or failure of Datum to manufacture or deliver unless expressly guaranteed in writing.

Limited Lifetime Warranty:

Datum Storage Solutions warrants to the original purchaser for the life of the product that it shall be free of any defect in materials or workmanship, so long as the original purchaser is the owner and possessor of the product and the product is installed by a Datum Certified Installer. A purchase order or Datum order number will be required to confirm the proof of purchase.

All replacement parts will be supplied for the life of the product so long as all requirements are met as set forth in this warranty. This warranty does not include defects to the product resulting from fires, floods, natural disasters, accident, misuse, improper installation or operation, normal wear, neglect, unauthorized repair, or alteration. The purchase of this product shall constitute a purchaser's agreement that the sole remedy for any breach of warranty shall be such repair or replacement as expressly provided above. In no event shall Datum Storage Solutions be liable for any incidental or consequential damages arising out of the use or inability to use the product for any purpose whatsoever. Effective September 1, 2022.

*Lifetime Warranty excludes all tambour doors and all electrical components, which carry a two-year warranty. Excludes all sales outside of the contiguous 48 states, Canada, and Mexico.

