



Homeland: 800.999.6813 | www.Homelandvinyl.com Updated 12-18-2023 23-352- M1116-24H

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IMPORTANT NOTE FROM HOMELAND MANAGEMENT:

HOMELAND HAS THE COLORS! We offer a full palette of 14 distinctive colors for even your most unique client's customization needs. We are proudly introducing a new color, Aspen Latte to our Homewood Series. We are also adding Dark Gray and Light Gray in privacy fence. Please contact your representative for more details. *Note* Some colors may not be available in all profiles or markets.

We regularly update and revise our catalog to meet the needs of our customers and stay ahead of the dynamic markets we service. This catalog is available online at www. homelandvinyl.com and we invite you to check back regularly for new offerings.

We at Homeland Vinyl truly value our relationships with you, our loyal customers. We know the recent years have not been easy, but hopefully we've made it better together with cooperation and compromise. After a fine-tuning of processes on all sides, we're certain of a secure partnership and successful future.

oug House

HOMELAND VINYL

COMPANY STATEMENT

Homeland Vinyl Products, Inc. is dedicated to delivering high quality products and excellent service to our customers without exception. We understand the importance of our customers' success in the Fence, Deck, Railing and Outdoor Living Products markets. We value our relationships with our customers and pledge that we will operate at the highest level of integrity.

CUSTOMER ACCOUNTS

All sales are subject to Homeland's Terms and Conditions which are available at the end of this catalog and at www.homelandvinyl.com. Homeland Vinyl Products, Inc. only sells wholesale and all sales require establishing a Trade Account. Contact a Homeland Sales Representative about initiating the process for the establishment of a Trade Account with Homeland. Prices and terms are subject to change without notice.

LIMITED WARRANTY

Homeland warrants that the products we manufacture are free of defects in materials and workmanship as described in our published warranties. Products distributed by Homeland, but not manufactured by Homeland, are covered only under the original manufacturer's warranty. Additional warranty information is available at www.homelandvinyl.com.

TERMS AND CONDITIONS OF SALE ARE SPECIFIED WITH ORDER CONFIRMATION AND ATTACHED TO EVERY INVOICE.

ITEM	KEY	EXPL	ANA1	ΓΙΟΝ

<u>COLOR CODES</u>			
Light Colors:	W - White, T - Tan L – Light Gray		
Medium Colors:	S - Sand, D - Adobe, A - Aspen Latte, G - Gray,		
Dark Colors:	F - Dark Gray, I - Chai Gray, H - Ash Gray, U - Green Teak,		
O - Mocha Walnut, C - Chestnut (Decking Only)			

INVENTORY CODES

F54U	W	064	346
Profile	Color	Length	Pieces
Code	Code	in Inches	per Bundle

Refer to profile sheet to obtain the profile code for the product you are ordering. Always review your order confirmation with descriptions to ensure order accuracy. When ordering a length that is fractional, use

the following list to determine the proper code for the length you require.

1/4" - A	1/2" - B	3/4" - C	1/8" - D
3/8" - E	5/8" - F	7/8" - G	11/16" – H
	Example: 64	-1/2" would be 6	4B

Declaration of Principles Fence, Deck, and Rail Business



Homeland Vinyl Products, Inc. is committed to the highest standards of quality in its Fence, Deck, and Rail business - both in the products it manufactures and the manner in which its business is conducted. Since Homeland's success is directly linked to the success of its customers, Homeland pledges to develop, fabricate and market innovative and successful vinyl fence, deck, and rail products.

Our commitment to our customers has three major components:

Product Quality Innovation and Leadership Customer Service and Support

Through quality, innovation, and an unwavering commitment to customer satisfaction, Homeland Vinyl Products, Inc. is building a secure and prosperous future for itself and its customers.

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MADE TO ORDER "MTO" PROGRAM

Some profiles and lengths are only available as "Made To Order" (MTO) and will only be produced as can be reasonably accommodated. Typical requirements for MTO requests are listed below but are subject to change. All MTO requests are subject to a credit review, Customer Service approval, and Production acceptance.

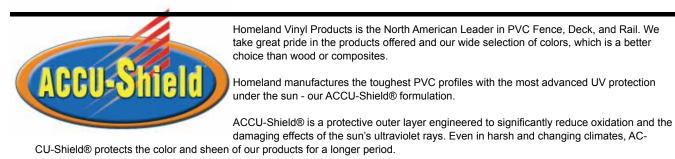
MTO Classification

I. Special Lengths: Requires a 12 bundle minimum of one profile, one color, and only one length. No stock. Must be authorized for shipment upon completion or will be invoiced. Twice

yearly max.

- II. Proprietary and Exclusivity Profiles: By special arrangement and typically run no more than once or twice a year. Dependent upon volume orders. Must ship within 30 days of completion or will be invoiced. No stock.
- III. Special and Low Volume Profiles: Typically run once or twice a year. Standard lengths and colors only. No special lengths.

Contact your Homeland representative for information on the MTO program. MTO item requests must be submitted in writing via e-mail or fax. Not all requests can be accommodated. Customer Account must be in good standing and current before MTO requests will be considered. MTO requests are not accepted until approved and confirmed in writing. Cash in Advance customers may be required to make payment at time of order acceptance. Once confirmed, the order cannot be canceled by customer. Orders must ship complete once ready, leaving no back-orders. Lead-times for MTO items cannot be estimated until requests have been approved and confirmed. MTO items may only be produced a very limited number of times per year. Please plan ahead and make any MTO requests as early as possible to take advantage of each production run on MTO profiles. Due to in the infrequent running of MTO items, and depending on the item, it may be a number of weeks before an answer can be given on an MTO request. Minimum purchase quantity required of the same profile and color for all MTO items. Requirements may vary by profile. Homeland will try to accommodate reasonable requests, but MTO orders will ship and be invoiced shortly after completion. Except as otherwise noted here, Homeland's Terms and Conditions apply to all MTO requests accepted as orders. Details and requirements of this program are subject to change without notice. Consult your Homeland representative for additional details.



Homeland not only provides the highest quality PVC fence, deck, and rail products you can buy, but also confidently backs our products with a limited Lifetime Warranty.

Homeland Vinyl has over a half-century of experience in PVC manufacturing, a proven quality control program, and a strong warranty. Homeland stands by our American-Made products and strives to provide the best performance and protection for your investment.

Homeland's solid reputation and dedication to quality products is what you should demand.

FENCE FABRICATION GUIDELINES

Homeland offers 3 levels of Fence Colors: *LIGHT:* White, Tan, Light Gray *MEDIUM:* Sand, Adobe, Aspen Latte, Gray *DARK:* Dark Gray, Chai Gray, Ash Gray, Green Teak, Mocha Walnut, Honey Maple These guidelines are for all levels of fence colors, with additional guidelines added for Medium and Dark colors at the end.

Prior to Installation

1. Do not use any clear wrapping or shrink wrap on fence for storage or transportation. Make sure any wrap or protection of the fence or profiles does not absorb and retain heat. It will cause warping.

2. Do not store or install product next to a heat source.

3. Avoid installing the product near reflective surfaces (e.g. glass windows and glass doors), which can concentrate sunlight and heat the product.

4. Avoid installing the product on or adjacent to concrete, asphalt, or dark-colored gravel.

Installation:

5. Make sure all metal stiffeners are in the correct orientation for the rail as used.

6. Make sure all rails are notched.

7. U-channel trim must be screwed to the post to help stabilize T&G boards. Please refer to HVP Privacy Fence Installation Guide for placement

8. Product expansion and contraction is temperature dependent and will vary more in longer lengths and darker colors. Please take this into account during installation.

Homeland Vinyl Products does not warranty bowing of pickets. Please make sure of proper installation to reduce all of the factors mentioned.

• Make sure rail ends have at least 1 inch clearance of each other when inserted into posts for 6' spans, and at least 1.5 inch clearance on 8' spans. This will allow for adequate expansion and contraction of rails within the posts and prevent bowing.

• Make sure pickets are cut for adequate clearance within the rail pocket to allow for thermal expansion. If the pickets are binding against the rail, they will cause excessive bowing with thermal expansion.

• When dealing with installation on slopes, ensure that there is adequate clearance for pickets inside of the rail and cut picket at a slight angle if necessary.

9. Do not put dirt or mulch against rails. It could cause rails to permanently bow out.

In addition to guidelines 1-9, please consider the following information regarding HVP Light, Medium and Dark colored products:

10. Light Colors: HVP approved metal stiffeners are recommended in bottom rails.

11. Medium Colors:

 For Horizontal installations, HVP approved metal picket stiffeners must be used to reduce T&G bowing.
 HVP approved metal stiffeners are required in bottom rails

• HVP approved metal stiffeners are required in bottom rails.

12. Dark Colors:

Scratches will be more evident in darker colors. Use caution when transporting and installing the products. HVP approved metal stiffeners are required in both top and bottom rails.

• For Vertical installations, Midrail or HVP approved metal picket stiffeners must be used to reduce T&G bowing.

• For Horizontal installations, HVP approved metal picket stiffeners must be used to reduce T&G bowing.

13. HVP does not recommend installing horizontal sections wider than 6' on center.

nsert Placement & Orientation s imnortan Proner **C. Horizontal Fence** A. 5-1/2", 7" and 8" **Nexus or Gorilla Pocket Rail** & Mid-Rail Proper steel insert orientation shown for bottom rail. AFA American Reverse for top rail. Fence Association **B. Vertical Fence** - Top Down View 6' Span 8' Soan

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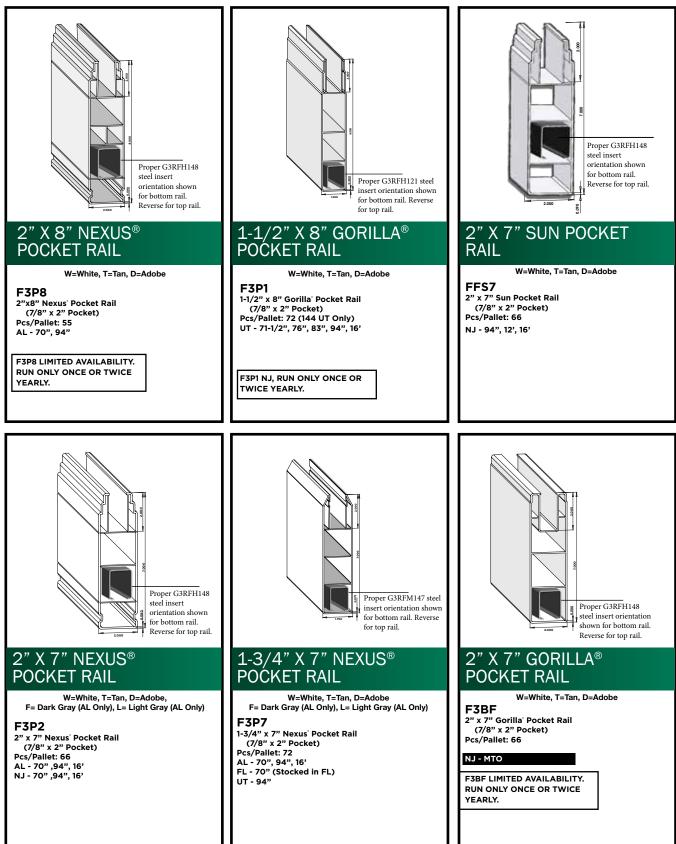
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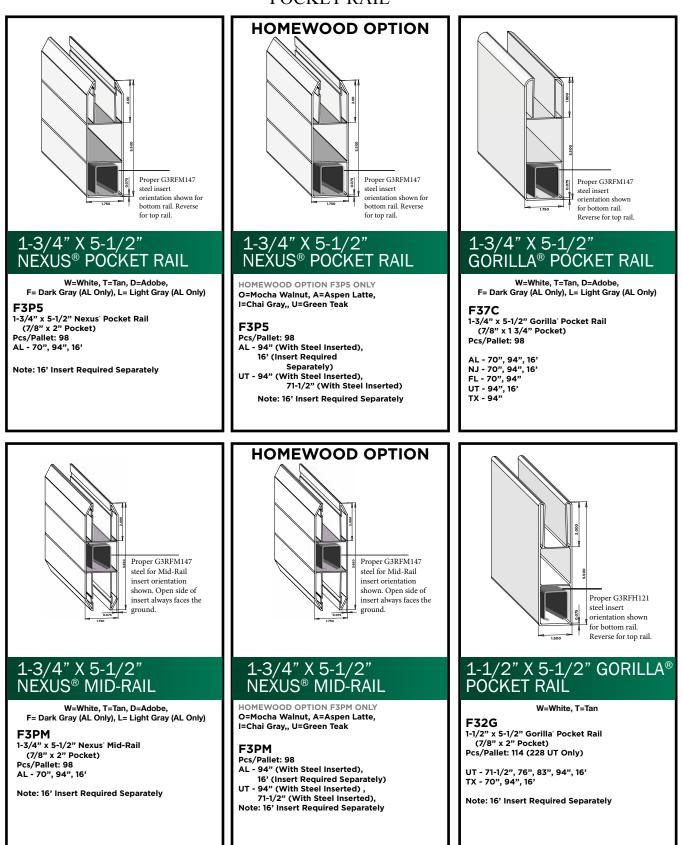
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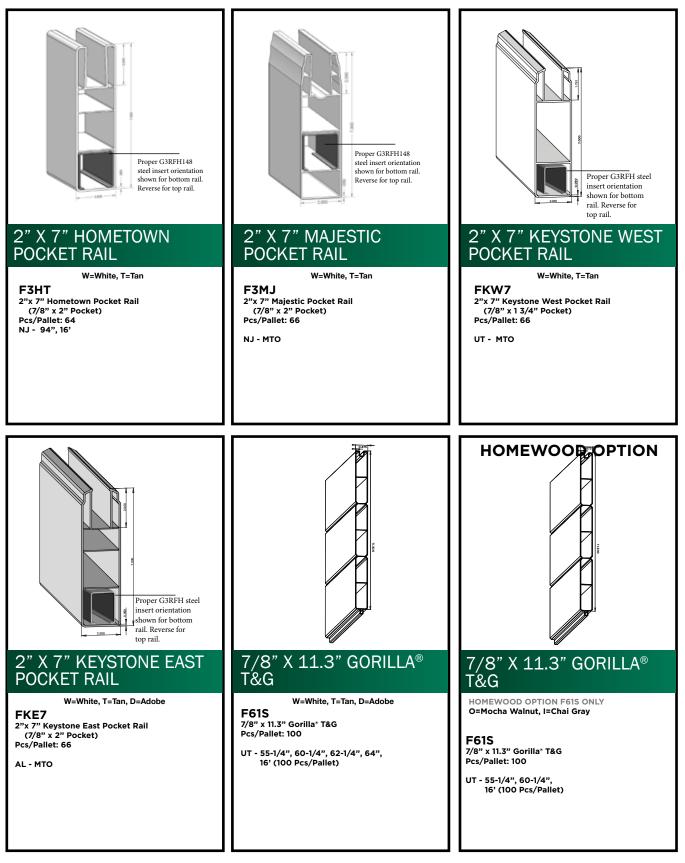
Availability and profile dimensions are subject to change without notice. Check with manufacturer before ordering. All dimensions are subject to manufacturer's tolerances. Nexus' is a registered trademark of Homeland Vinyl Products, Inc. Gorilla' is a registered trademark of Homeland Vinyl Products, Inc.

PRIVACY FENCE POCKET RAIL



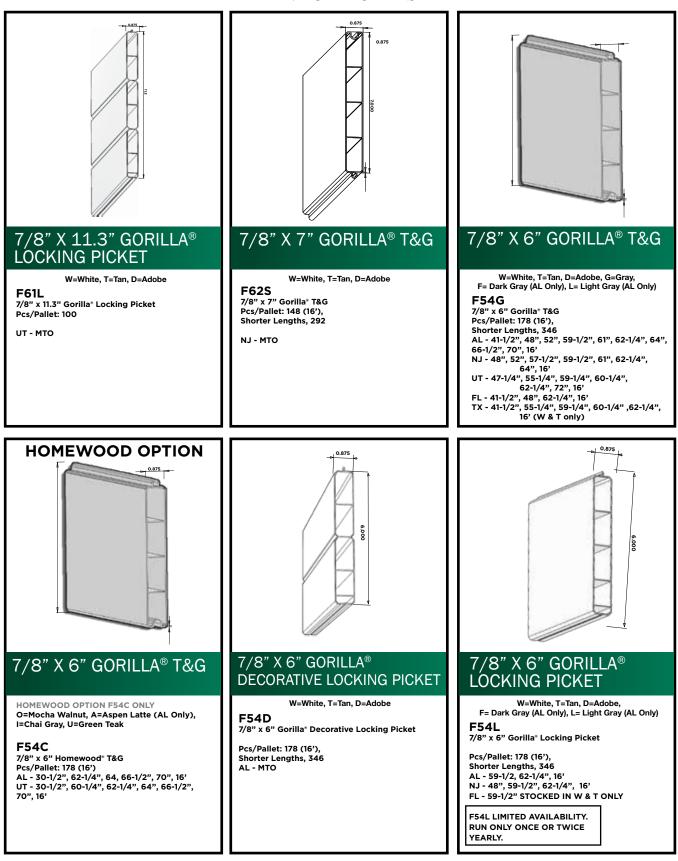
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PRIVACY FENCE POCKET RAIL • PRIVACY PICKETS



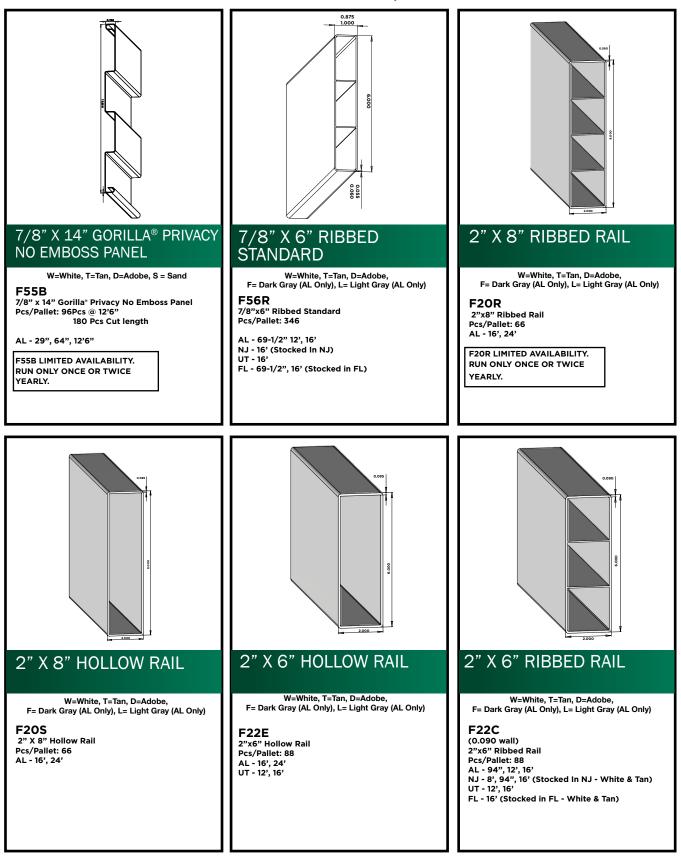
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PRIVACY FENCE PRIVACY PICKETS



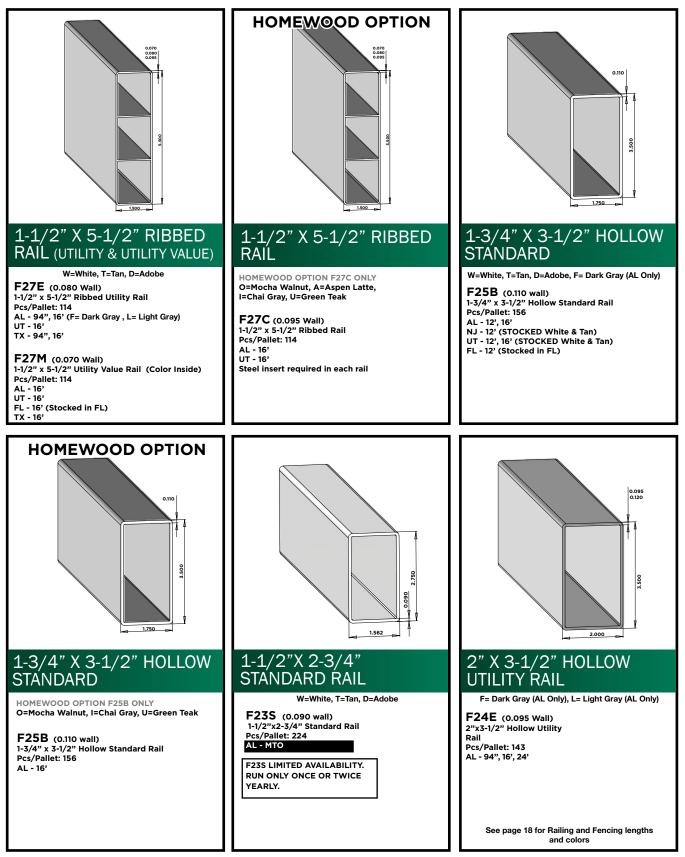
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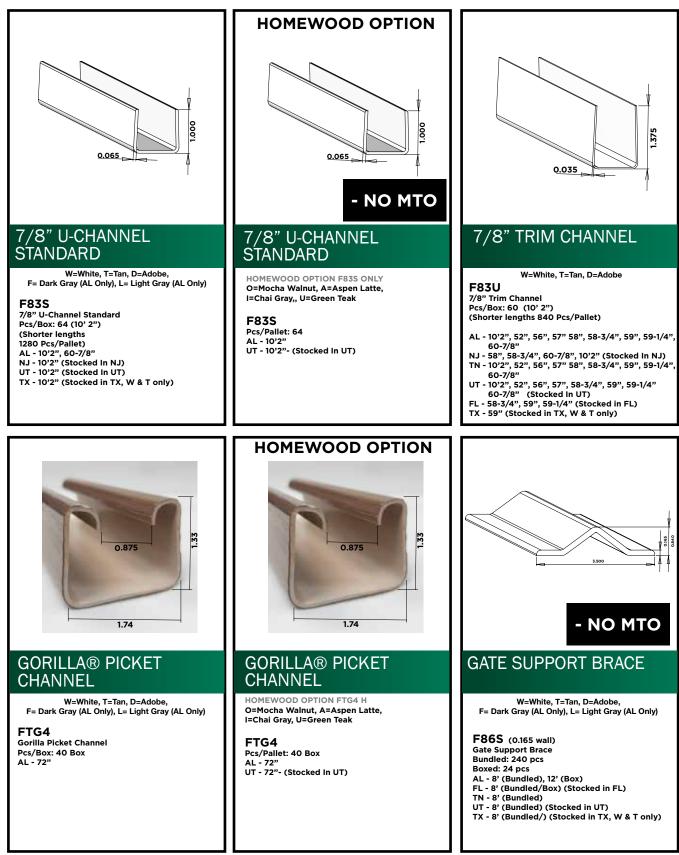
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PRIVACY FENCE RAILS • U-CHANNEL • TRIM CHANNEL



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PRIVACY FENCE TRIM CHANNEL • GATE BRACE

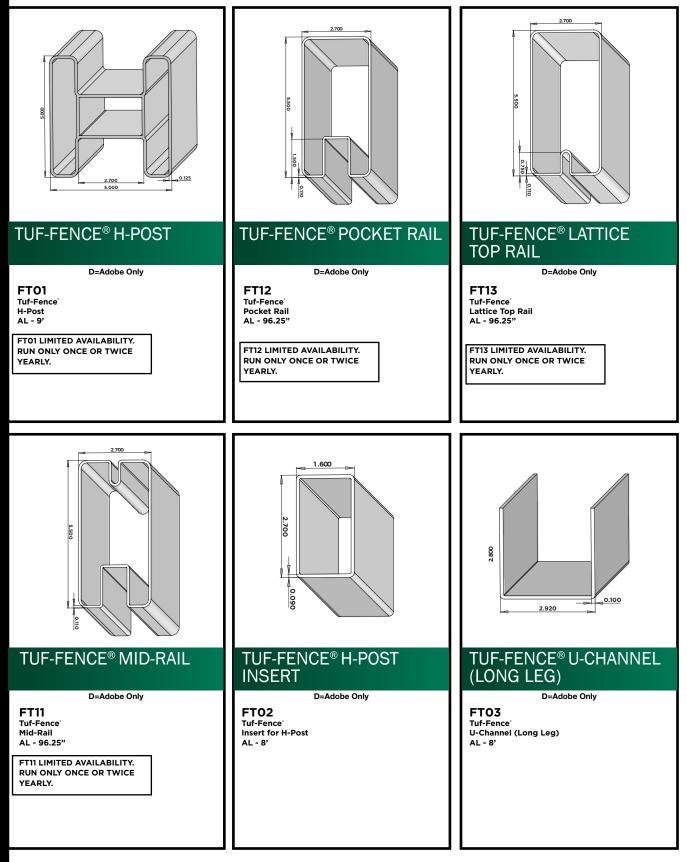


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PRIVACY FENCE LATTICE CHANNEL

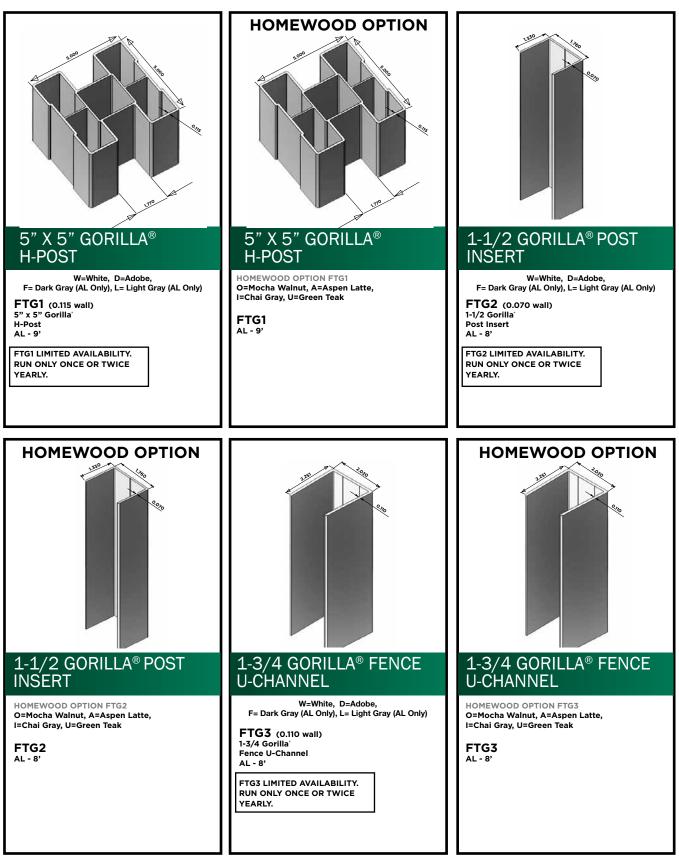






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FENCE GORILLA® FENCE



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GORILLA[®] GUARD RAIL Profiles

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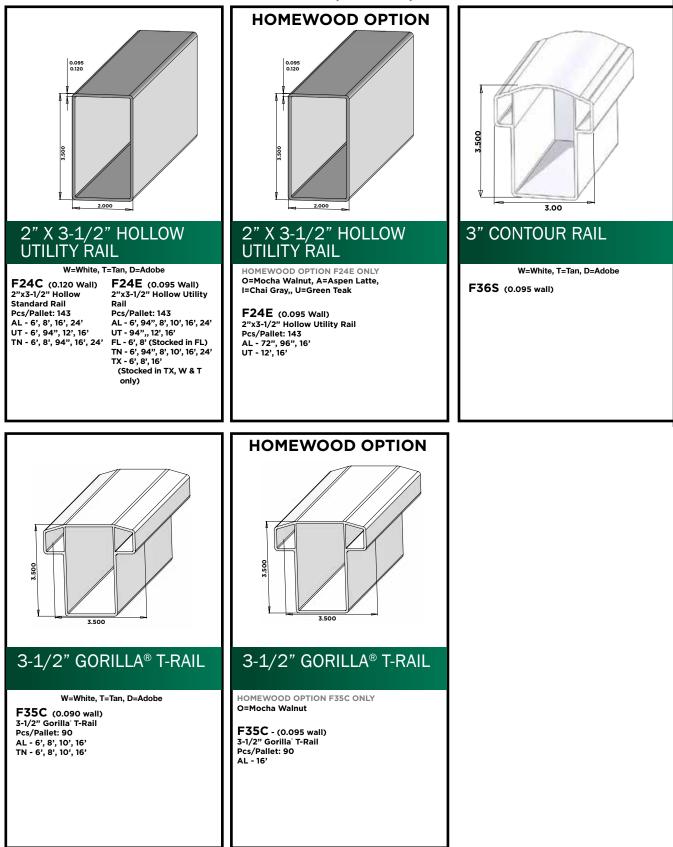
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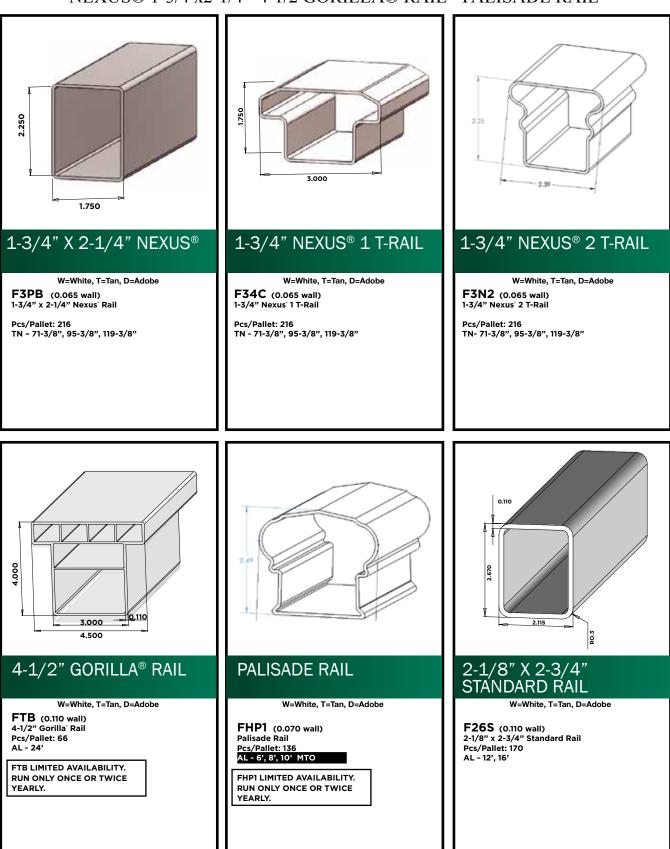
GORILLATM GUARD RAIL SUMMIT® 2x3-1/2, T- RAIL, CONTOUR



See ESR-1657 report for detailed applications. Check local building codes in your area.

Availability and profile dimensions are subject to change without notice. Check with manufacturer before ordering. All dimensions are subject to manufacturer's tolerances.

GORILLATM GUARD RAIL NEXUS® 1-3/4 x2-1/4 • 4-1/2 GORILLA® RAIL • PALISADE RAIL



See ESR-1657 report for detailed applications. Check local building codes in your area.

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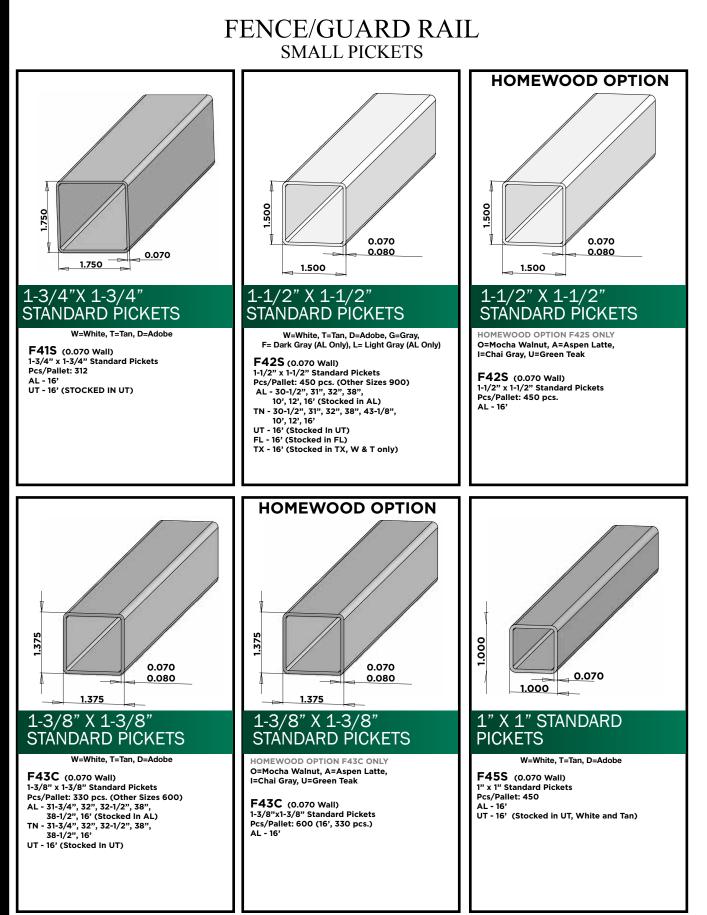
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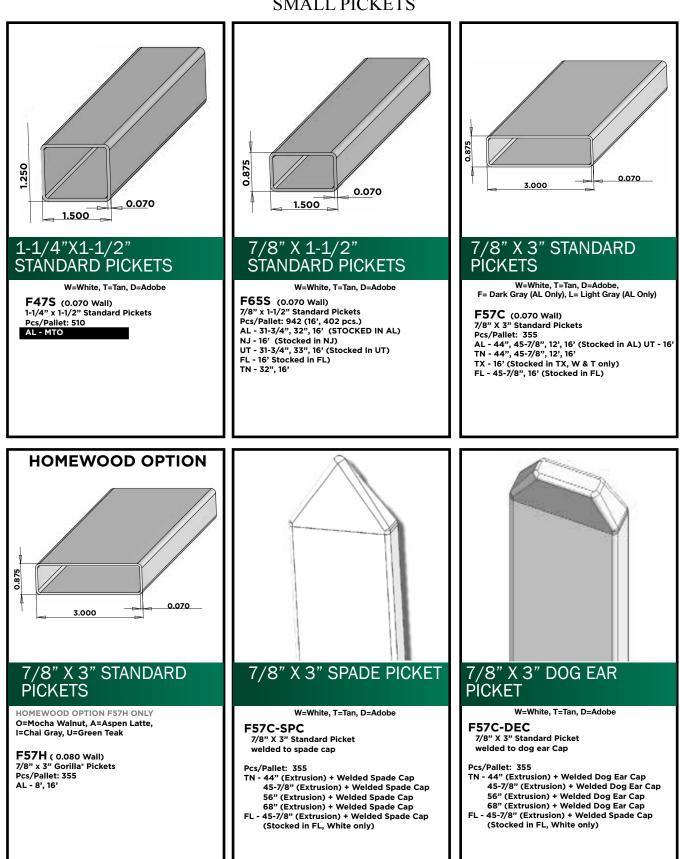




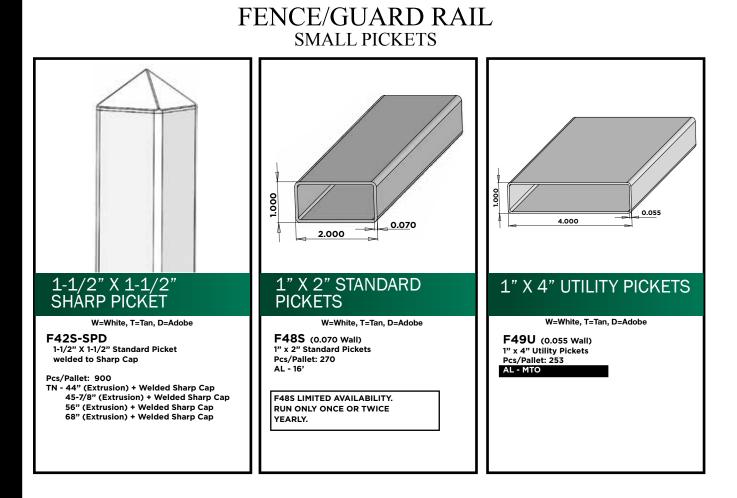
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FENCE/GUARD RAIL SMALL PICKETS



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GORILLA® WRAP Profiles & Accessories

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GORILLA[®] WRAP 8 Piece Gorilla Post Wraps • 4 Piece Gorilla Post Wrap



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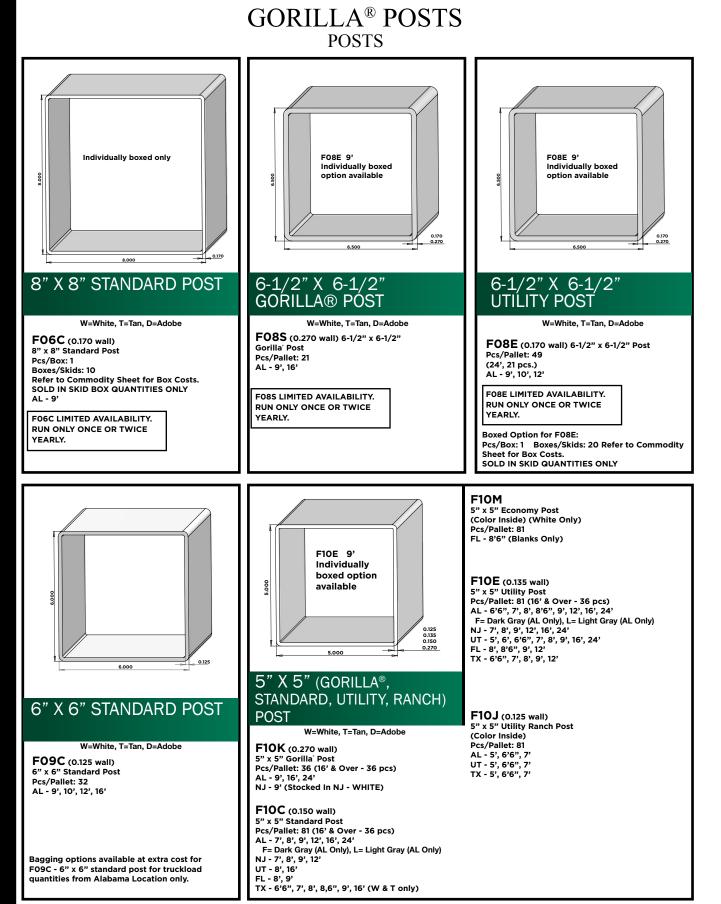
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GORILLA® POSTS & COLUMNS Profiles

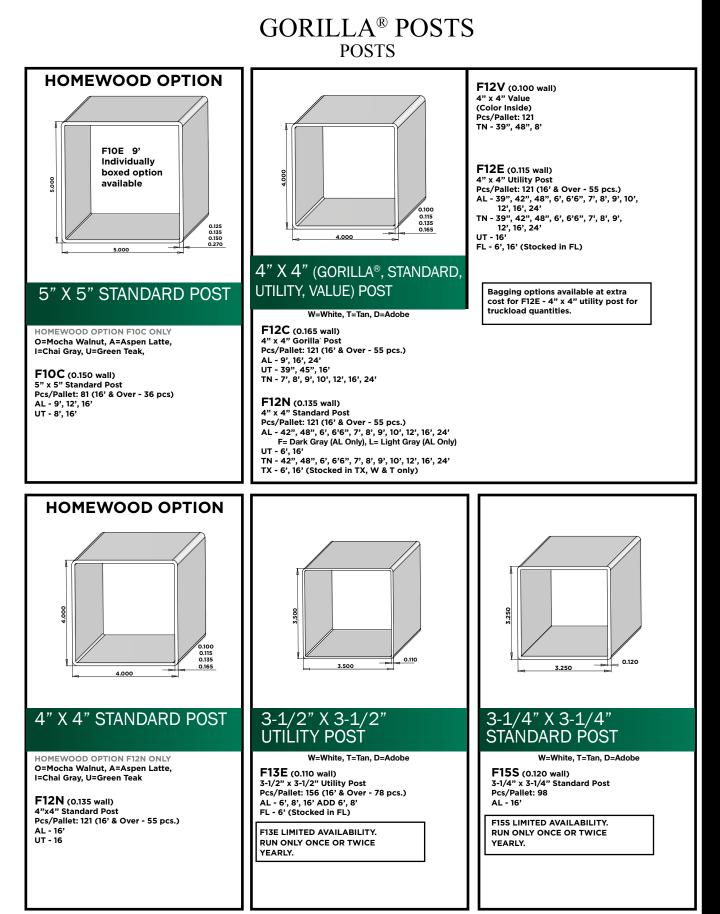
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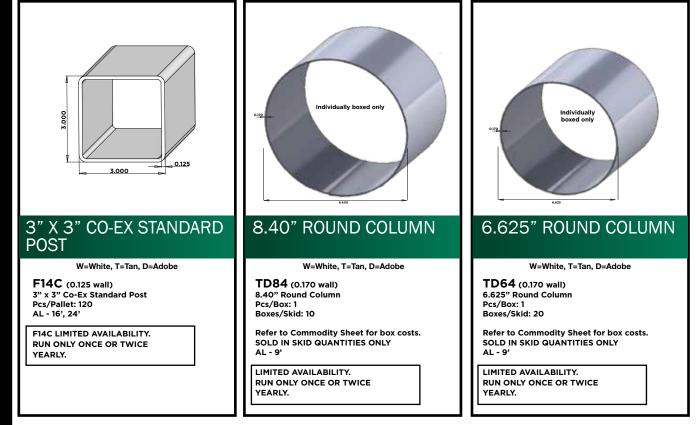


Bagging options available for 6"x6", 5"x5", and 4"x4" in truck load quantities. See Made To Order Guidelines. Availability and profile dimensions are subject to change without notice. Check with manufacturer before ordering. All dimensions are subject to manufacturer's tolerances. Gorilla is a registered trademark of Homeland Vinyl Products, Inc.



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GORILLA DECK® & GORILLA® WOOD Profiles & Accessories

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DECK GORILLA DECK[®], STARTER, SPLICE TRIM, FINISH TRIM



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DECK GORILLA WOOD DECK BOARD & FASCIA



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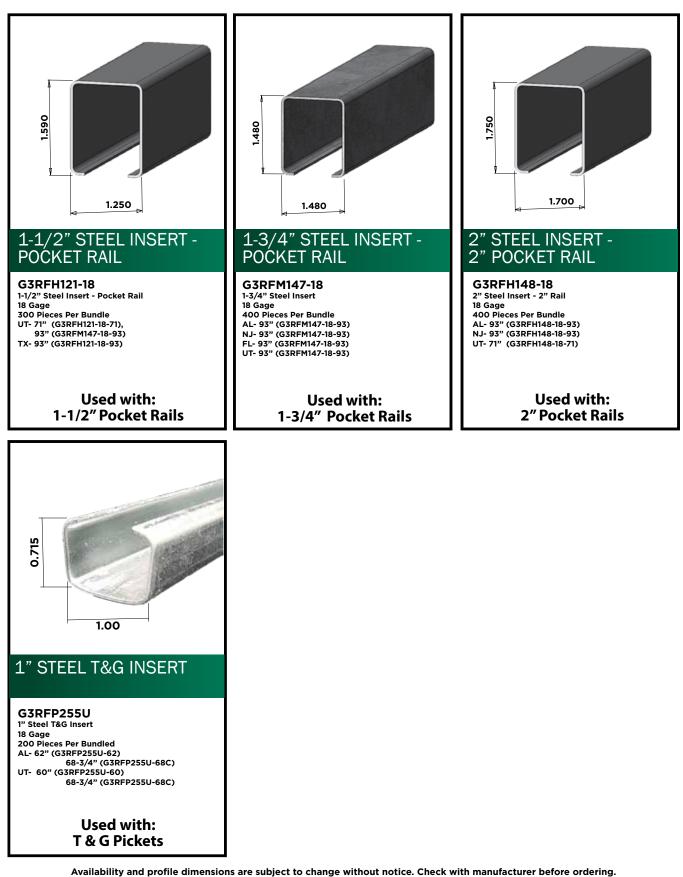
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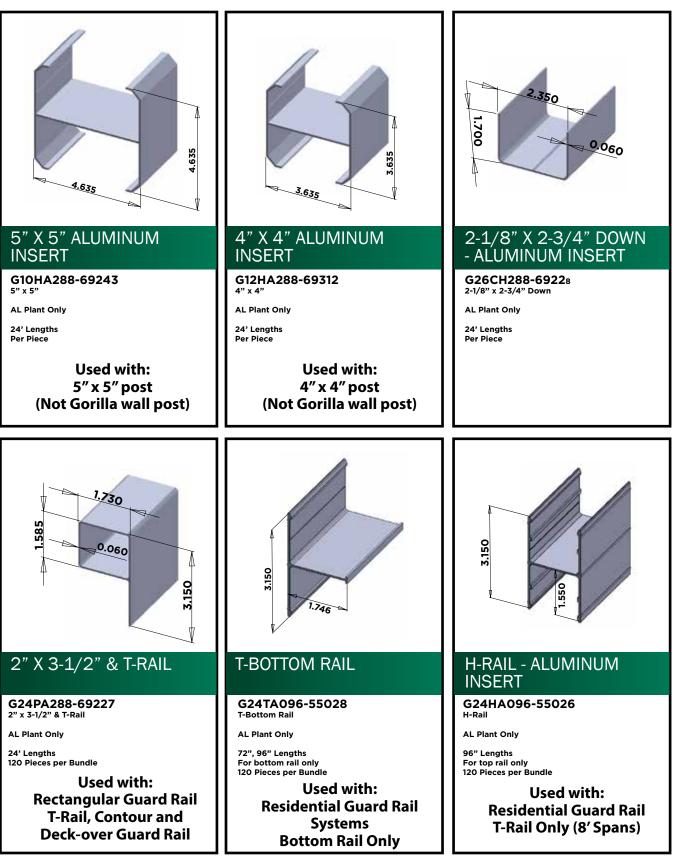
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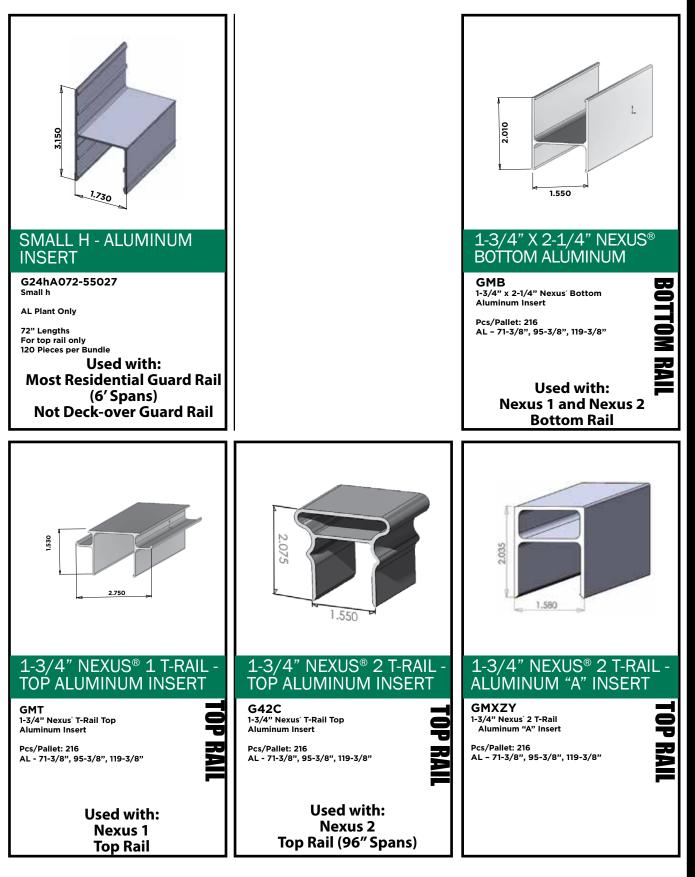


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HOMELAND PROFILES

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Product and Descriptions Part # Page COLUMNS, GORILLA® COLUMNS - PAGE 30 30 840° Round Column TD84 30 6625° Round Column TD84 30 Gorilla Deck® G3 F70E 32 Gorilla Deck® Starter Strip F73G 32 Gorilla Deck® Splice Tim F74G 32 Gorilla Deck® Fasia Tim F74G 32 Gorilla Deck® Fasia Tim F74G 33 Gorilla Deck® Fasia Tim F74G 33 Gorilla® Wood Pesk Board F741 33 Gorilla@ Nood Deck Board F742 33 Gorilla@ Post Wrap Coverage Stat FMWC 26 Coverage Stat FMWB 26 Coverage Stat FMW2 26 Coverage Stat FMW2 26 Coverage Stat FMW2 26 Coverage Stat FMW2 26 Coverage Stat FG14 77 To' Gorilla@ Post Wrap Coverage Stat FG2 77 73 74 26 Coverage Stat			IN
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" x 4" Utility Pickets	2" x 1-1/2" Standard Pickets	F42S-SPD	
2" x 3-1/2" Hollow Utility Rail	4" Utility Pickets	F49U	24
	3-1/2" Hollow Utility Rail	F24E	
2 x 3-1/2" Hollow Standard Rail	3-1/2" Hollow Standard Rail 8" x 2-3/4" Standard Bail		19 20

Product and Descriptions	Part # Page #
POCKET RAILS, PRIVACY FENCE - PAC	
2"x 8" Nexus® Pocket Rail	F3P8 8
1-1/2" x 8" Gorilla® Pocket Rail 2" x 7" Sun Pocket Rail	F3P18
2" x 7" Sun Pocket Rail	FFS7
2" x 7" Nexus® Pocket Rail	
1-3/4" x 7" Nexus® Pocket Rail 2" x 7" Gorilla® Pocket Rail	
1-3/4" x 5-1/2" Nexus® Pocket Rail	F3P5 9
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TERMS AND CONDITIONS

TERMS OF PAYMENT – Terms of payment are set forth on the invoice. If no payment terms are listed on the invoice, then the default terms of payment are payment in full at time of shipment. Payment may be made by check (subject to check clearing), ACH electronic fund transfer, or wire transfer. Payment may be made by credit card only with prior written approval by an authorized Homeland Vinyl Products, Inc. ("Homeland") representative – additional fees may apply. At Homeland's request, Customer shall complete or update an Application for Trade Account signed by a corporate officer, managing member, partner, or owner. Customer agrees that prior to Homeland providing or extending credit terms, Homeland shall have the right to demand financial information, including financial data, credit checks, and payment history. Credit terms are subject to change at Homeland's sole discretion. Homeland reserves the right to withhold shipment on any order for customer agrees to pay all amounts due, including interest, fees, and costs of collection upon demand by Homeland. Prices are subject to change without notice.

PLACING ORDERS – All orders must be submitted in writing to Homeland, and must describe with specificity part numbers, color, detailed descriptions, and quantities. Illegible orders will not be accepted. All orders are subject to Homeland's acceptance, approval, and these Terms and Conditions, whether or not these Terms and Conditions are included in Homeland's written confirmation to Customer.

CANCELLATION – Following Homeland's written confirmation of Customer's order, Customer shall not be permitted to cancel, whether in whole or part, any order and shall be obligated to pay the entire invoice.

SHIPMENT – All prices are F.O.B. Homeland Vinyl Products Inc. Origin Freight Collect, unless otherwise set forth on the invoice or otherwise agreed upon in writing signed by an authorized Homeland representative. Products listed on the invoice (the "Products") are invoiced at Homeland'sprices prevailing at time of shipment. Method, origin, and route of shipment are subject to Homeland's sole discretion unless Customer and an authorized Homeland representative agree in writing to other explicit shipping instructions. Customer bears any and all shipping expenses and costs in excess of those charges explicitly acknowledged in writing by an authorized Homeland representative. Customer is exclusively responsible for providing Homeland a correct shipping address.

FORCE MAJEURE & DELAYS – Homeland is not and shall not be liable for any obligations, delays, or damages incurred by Customer under any purchase order, invoice, or other agreement between the parties if Homeland's non-performance is or was due to a Force Majeure Event, as described here: any act of God; war; riot; civil strife; act of terrorism, domestic or foreign; embargo; government rule, regulation, or decree; flood, fire, hurricane, tornado, or other casualty; epidemic, pandemic, outbreak of communicable disease, viral outbreak, or quarantine; national or regional emergency; action of any governmental authority; enthquake; strike; lockout, or other labor disturbance; the unavailability of labor or materials to the extent beyond the control of Homeland; any delay in the performance of orders or in the delivery of shipments of products; or any other events or circumstances not within the reasonable control of Homeland, anticipated effect on performance, including its expected duration if known. Notwithstanding the foregoing, no Force Majeure Event experienced by Homeland shall excuse Customer's obligation to make payments due and owing prior to such event.

TAXES – Any and all sales taxes, manufacturer taxes, excise taxes or other charges levied or imposed by any governmental authority, agency or entity, foreign or domestic, upon any Products sold or contracted to be sold shall be paid by Customer and appropriate tax exemption certificates must be delivered in such form to Homeland and with such content as are satisfactory to Homeland.

INSPECTION AND ACCEPTANCE – CUSTOMER SHALL CAREFULLY EXAMINE ALL PRODUCTS DESCRIBED IN THE INVOICE IMMEDIATELY UPON DELIVERY. CUSTOMER MUST PROVIDE HOMELAND WITH WRITTEN NOTICE OF ANY ALLEGED DEFECTIVE PRODUCT WITHIN SIXTY (60) DAYS AFTER DELIVERY. CUSTOMER'S FAILURE TO NOTIFY HOMELAND IN WRITING OF ANY DEFECTS IN THE PRODUCTS WITHIN SIXTY (60) DAYS AFTER DELIVERY CONSTITUTES THE UNQUALIFIED ACCEPTANCE OF SUCH PRODUCTS AND THE WAIVER BY CUSTOMER OF ANY AND ALL CLAIMS OR DEFENSES WITH RESPECT THERETO. Customer is exclusively responsible to unload all Products. Within forty-eight (48) hours of Customer's receipt of each shipment, Customer shall inspect the shipment and compare all containers and Products to the packing list for the shipment. If the quantities received and the quantities on the packing materials and products for dents, tears, breakages, or other visible damage to packaging or products, and to note such matters on shipping documents provided to the freight carrier and Homeland. If Customer fails to notify Homeland within 48 hours after receipt of any such matters, Homeland shall no longer be responsible or liable for damaged items or items missing from the shipment.

CUSTOMER'S EXCLUSIVE REMEDY – The exclusive remedy of Customer shall be limited to any of the following: (1) the replacement of any defective Product by Homeland, (2) the return of any defective Product and refund of the purchase price by Homeland, or (3) the issuance of a credit by Homeland in an amount equal to the purchase price paid by Customer for any defective Product. The selection of any of the aforesaid exclusive remedies shall be at Homeland's sole discretion. In the event Customer requests a credit for any defective Product, Customer agrees (1) such product shall no longer be covered by Homeland's warranty, (2) Homeland expressly disclaims any warranty, written or implied, associated with such product, and (3) Customer shall defend and indemnify Homeland against any and all claims associated with such product that Customer thereafter delivers, distributes or sells to third parties.

LIMITED WARRANTY - Homeland warrants that the Products are free of defects in materials and workmanship as set forth in Homeland's warranty located at www.homelandvinyl.com.

WARRANTY DISCLAIMERS – THE LIMITED WARRANTY AND EXCLUSIVE REMEDY DESCRIBED ABOVE ARE EXPRESSLY IN LIEU OF ANY OTHER REMEDIES AND WARRANTIES, EXPRESSED OR IMPLIED, ON THE PART OF HOMELAND CONCERNING THE PRODUCTS. HOMELAND DISCLAIMS, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. HOMELAND DISCLAIMS ANY WARRANTIES NOT EXPRESSLY SET FORTH IN HOMELAND'S WRITTEN WARRANTY SET FORTH AT <u>www.homelandvinyl.com</u>. HOMELAND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON, FIRM OR CORPORATION TO OBLIGATE HOMELAND WITH RESPECT TO ANY LIABILITY OR OBLIGATIONS IN CONNECTION WITH THE SALE OF HOMELAND PRODUCTS. CUSTOMER ACKNOWLEDGES THAT NO REPRESENTATION EXCEPT THOSE MADE HEREIN HAVE BEEN MADE TO CUSTOMER BY OR ON BEHALF OF HOMELAND CONCERNING THE PRODUCTS AND THAT CUSTOMER HAS NOT AND WILL NOT RELY ON ANY OTHER REPRESENTATIONS REGARDING WARRANTIES OR QUALITY OF HOMELAND PRODUCTS EXCEPT AS SET FORTH IN HOMELAND'S WARRANTY SET FORTH AT <u>www.homelandvinyl.com</u>. CUSTOMER AND ANY THIRD PARTIES TO WHOM IT SELLS THE PRODUCTS MEET ACTULY OF HOMELAND. FOR DETERMINING WHETHER THE PRODUCTS MEET APPLICABLE LAWS OR LOCAL BUILDING CODES AND WHETHER PRODUCTS ARE SUITABLE FOR THE INTENDED USES OF END-USERS, AND CUSTOMER AGREES HOMELAND IS NOT RESPONSIBLE FOR DETERMINING SUITABILITY FOR INTENDED USES OR SATISFACTION OF APPLICABLE LAWS OR BUILDING CODES.

RISK OF LOSS – Unless otherwise specified herein, all prepaid expenses (e.g., freight, special handling charges such as after-hours loading, etc.) will be added to the order at time of invoicing and described on the invoice. RISK OF LOSS SHALL PASS TO CUSTOMER UPON DELIVERY OF THE PRODUCTS BY HOMELAND TO THE CARRIER, AND CUSTOMER'S SOLE RECOURSE FOR DAMAGE TO OR LOSS OF GOODS IN TRANSIT SHALL BE AGAINST THE CARRIER. HOMELAND WILL PROVIDE NO INSURANCE UNLESS CUSTOMER HAS MADE SPECIFIC ARRANGEMENTS PRIOR TO SHIPMENT AND HOMELAND HAS CONFIRMED SUCH ARRANGEMENTS IN WRITING.

RETURNED MERCHANDISE – All returns of Products for credit must have the prior written approval of an authorized Homeland representative and must be for justifiable reasons. Any credit extended for such approved returns will be based on the invoice price of the returned Products at time of purchase by Customer less a restocking charge of 20%. No Products shall be returned for credit which have been damaged or otherwise rendered unusable, unless otherwise approved in writing by an authorized Homeland representative. Custom and special order items will not be accepted for return. All returned Products shall be returned freight prepaid by Customer with Customer assuming the risk of loss until Homeland receives the Products.

ADDITIONAL LIMITATIONS ON LIABILITY – The invoice, including these Terms and Conditions, sets forth the sole and exclusive remedies available to the Customer and that Homeland's liabilities to Customer are limited as set for herein. Homeland has not granted or assumed any other warranties, guarantees, duties, liabilities, or obligations, expressed, implied, statutory, at law or in equity. No breach of warranty or breach of contract or other failure by Homeland to fulfill any other duties or conditions shall constitute a failure of the essential purpose of the exclusive limited remedies set forth herein. HOMELAND SHALL UNDER NO CIRCUMSTANCES BE LIABLE FOR SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES, including, but not limited to, any damages related or attributable to loss of profits, anticipated revenue, interest, loss of use, loss by reason of plant or facility shutdown, nonoperation, cost of substitute products, equipment, facilities or services, additional usage of utilities, cost incurred in removing defective or nonconforming Products or equipment, delays in installation of the work or the completion of any projects in which equipment is being installed, or other claims arising from any cause whatsoever, whether or not such loss or damage is based in contract, warranty, tort (including negligence), strict liability, indemnity, contribution or otherwise. Customer agrees Homeland shall have no liability whatsoever unless Customer makes payment in full to Homeland

DISPUTES – In the event of Customer's failure to pay amounts due under any invoice, and if Customer has failed to notify Homeland of defective product claims pursuant to the procedures set forth in these Terms and Conditions, Customer agrees to waive any defenses to Homeland's demands and claims for payment. These Terms and Conditions shall be governed by the laws of the State of Utah (without regard to the conflicts of law provisions thereof). Customer hereto consents to the jurisdiction of the state and federal courts located in Salt Lake County, Utah as the exclusive jurisdiction of the resolution of any claims or disputes related hereto. CUSTOMER WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY JURISDICTION.

SEVERABILITY – In the event that a court of competent jurisdiction determines that a provision or provisions of the invoice, including these Terms and Conditions, is (are) void or unenforceable, such determination shall in no way affect the validity of enforceability of the remaining provisions hereof.

ENTIRE AGREEMENT – These Terms and Conditions, together with any invoice from Homeland, set forth the entire agreement between Homeland and Customer concerning the Products, and may not be changed or modified except in a writing signed by Homeland and Customer. No representations, understandings, or agreements have been made to or relied upon by Customer other than those specifically set forth in the invoice. Customer agrees that Homeland's Terms and Conditions apply exclusively to the parties' commercial relationship, unless otherwise agreed upon in a writing signed by Customer and thomeland representative. By purchasing Homeland's Products, Customer agrees that any and all terms, conditions or other contractual provisions provided in any writing or communication sent by Customer are null, void, unenforceable, and of no legal effect upon Homeland.