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Terms and Conditions

1. PAYMENT TERMS ARE NET 30 DAYS AND ARE NOT SUBJECT TO DISCOUNTING.
2. PROJECTS WILL NOT BE SCHEDULED UNTIL A PURCHASE ORDER HAS BEEN RECEIVED ALONG WITH COMPLETE AND THE MOST UP TO DATE ARCHITECTURAL DRAWINGS (OR AN ELECTRONIC LINK TO THE MOST CURRENT DOCUMENTS), AND APPLICABLE ADDENDUMS, AND THE CUSTOMER'S SCOPE OF WORK REQUIRED FOR THE PROJECT INCLUSIVE OF ALTERNATES/ADDS/DEDUCTS.
3. KINSTLER AND ASSOCIATES ARE NOT RESPONSIBLE FOR MONITORING ONGOING CHANGES TO DOCUMENTS THAT ARE POSTED TO FTP SITES OR OTHER ELECTRONIC DOCUMENT SUBMITTAL SERVICES. IF CHANGES TO DRAWINGS OCCUR DURING OR AFTER THE SUBMITTAL PROCESS, IT IS THE CUSTOMER'S RESPONSIBILITY TO ADVISE WHEN CHANGES ARE MADE AND THE EXTENT OF THE CHANGES.
4. ALL QUOTED SUBMITTAL DATES WILL BE SCHEDULED FOR "THE WEEK ENDING..." MEANING ALL DATES WILL BE ON A FRIDAY. IF THE PROJECT IS COMPLETED PRIOR TO THAT DATE, DRAWINGS WILL BE SENT WHEN READY..
5. ADDITIONAL WORK OUTSIDE OF OUR STANDARD SCOPE INCLUDES, BUT IS NOT LIMITED TO:
 - CHANGES TO THE CONTRACT DOCUMENTS AFTER COMPLETION OF ANY PORTION OF THE SHOP DRAWINGS
 - FIELD CHANGES AND/OR MODIFICATIONS
 - FULL SIZE ISOMETRIC DETAILS OF EACH VERTICAL-TO-HORIZONTAL INTERSECTION
 - SIGNING AND SEALING OF SHOP DRAWINGS BY A PROFESSIONAL ENGINEER
 - REVISIONS TO SUBMITTALS BASED ON A THIRD PARTY/CONSULTANT REVIEW
 - ADDITIONAL SHOP DRAWING SETS BEYOND THAT STATED IN THE PROPOSAL
 - DESIGN OF PERIMETER FASTENERS
6. UNLESS SPECIFIC DEFLECTION CRITERIA IS NOTED ON THE ARCHITECTURAL DRAWINGS AND/OR IN PROJECT SPECIFIC SPECIFICATIONS, THE PRODUCTS DESIGNED IN THE SHOP DRAWINGS WILL BE DESIGNED WITHIN THE INDUSTRY RECOGNIZED STANDARD PARAMETERS FOR STRUCTURE DEFLECTION ($\frac{1}{4}$ " MAXIMUM FOR CURTAINWALL AND $\frac{1}{8}$ " MAXIMUM FOR STOREFRONT AND WINDOWS). NEITHER KINSTLER AND ASSOCIATES, INC NOR EFCO CORP WILL BE RESPONSIBLE FOR CALCULATING STRUCTURE DEFLECTION USING STRUCTURAL DRAWINGS AND/OR REFERENCED ALLOWABLE DEFLECTIONS FROM PRODUCT SPECIFICATIONS. THE VALUES SHALL BE PROVIDED TO US BY THE ARCHITECT OR ENGINEER OF RECORD FOR THE PROJECT. DEVIATIONS FROM THESE STANDARD CRITERIA WILL REQUIRE ADDITIONAL ENGINEERING AND PRICING.

7. KINSTLER AND ASSOCIATES, INC ASSUME NO RESPONSIBILITY FOR MATERIALS ORDERED PRIOR TO ACCEPTED AND APPROVED, AND CORRECTED SHOP DRAWINGS. MATERIALS ORDERED PRIOR TO COMPLETION OF THE DRAFTING AND FORMAL CALCULATION PROCESS (IF REQUIRED), WILL BE DONE AT THE CUSTOMER'S RISK.
8. KINSTLER AND ASSOCIATES, INC. WILL ASSUME NO RESPONSIBILITY FOR ERRORS RESULTING FROM THE USE OF PREPARED SHOP DRAWINGS, BY OTHER TRADES.
9. DRAWINGS ARE PREPARED IN ACCORDANCE WITH KINSTLER AND ASSOCIATES, INC. QUOTATION OR PER AN ACCEPTED CHANGE ORDER AND OTHER APPLICABLE CONTRACT DOCUMENTS.
10. ALL PRODUCTS SHOWN ON THE PREPARED DRAWINGS MUST BE INSTALLED PER MANUFACTURER'S STANDARD INSTALLATION INSTRUCTIONS. NO DETAILING SHOWN WITHIN THE DRAWINGS ARE INTENDED TO SUPERCEDE MANUFACTURER REQUIREMENTS FOR PROPER INSTALLATION.
11. FINAL APPROVAL BY THE CUSTOMER CONSTITUTES ACCEPTANCE OF ALL DEVIATIONS TO THE CONTRACT DOCUMENTS MADE BY KINSTLER AND ASSOCIATES, INC. IN THE PREPARED SHOP DRAWINGS.
12. THE PREPARED DRAWINGS REPRESENT KINSTLER AND ASSOCIATES, INC. INTERPRETATION OF THE APPLICATION OF PRODUCTS TO THE PROJECT IN FUNCTIONAL COMPLIANCE WITH THE ARCHITECTS DRAWINGS AND SPECIFICATIONS. IT IS IMPORTANT THAT THIS INTERPRETATION BE REVIEWED DIMENSIONALLY AND FUNCTIONALLY WITH RESPECT TO ACTUAL ARCHITECT INTENT, INTERFACING CONDITIONS, MATERIALS AND JOB SITE CONDITIONS.
13. ALL DIMENSIONS SHALL BE FIELD VERIFIED AND/OR APPROVED BY THE CONTRACTOR PRIOR TO GLASS ORDERING AND FABRICATION. KINSTLER AND ASSOCIATES, INC WILL NOT BE RESPONSIBLE FOR INCORRECT GLASS SIZES ORDERED FROM CUSTOMER APPROVED SHOP DRAWINGS.
14. ALL GASKET JOINTS, BUTT JOINTS, LAP JOINTS, HEEL BEADS, TOE BEADS AND CAP BEADS SHOULD BE SEALED WATERTIGHT FOLLOWING SEALANT MANUFACTURER RECOMMENDATIONS AS TO SIZE, METHOD OF APPLICATION AND COMPATIBILITY WITH ADJOINING MATERIAL. SEALANT APPLICATION SHOULD BE DONE IN A TEMPERATURE RANGE THAT HAS BEEN DEEMED ACCEPTABLE BY THE SEALANT MANUFACTURER.
15. THE ROUGH OPENINGS PROVIDED MUST BE SQUARE AND WITHIN SPECIFIED BUILDING TOLERANCES.
16. ALL PERIMETER SEALANT JOINTS ARE ASSUMED TO HAVE A MOVEMENT CAPABILITY OF 50% FOR BOTH TENSION AND COMPRESSION WHEN USING DOW 795 OR A SIMILAR PRODUCT.
17. IN ACCORDANCE WITH MANUFACTURER'S STANDARD INSTALLATION INSTRUCTIONS AND PER THE RECOMMENDATION OF THE GLASS ASSOCIATION OF NORTH AMERICA (GANA) GLAZING MANUAL, GLASS SETTING BLOCKS ARE LOCATED AT 1/4 POINTS, UNLESS NOTED OTHERWISE.
18. ALL PARTIAL LENGTH STEEL REINFORCEMENT IS TO BE CENTERED BETWEEN ANCHOR POINTS, U.N.O.
19. KINSTLER & ASSOCIATES ADVISES AGAINST THE USE OF ANY TREATED LUMBER PRODUCTS CONTAINING COPPER (CCA, ACQ, ETC.) AS BLOCKING WITHIN ALUMINUM FRAMING WITHOUT BEING PROPERLY TREATED

AND/OR WRAPPED TO AVOID DIRECT CONTACT WITH THE ALUMINUM. DIRECT CONTACT OF TREATED LUMBER CONTAINING COPPER WITH ALUMINUM (FINISHED OR UNFINISHED) MAY RESULT IN A CHEMICAL REACTION THAT CAN DETERIORATE THE ALUMINUM.

20. WHEN INSULATING GLASS UNITS ARE BEING PROVIDED BY EFCO, A LOW CONDUCTANCE SPACER WILL BE USED. THE TYPE AND MAKEUP OF THIS SPACER WILL BE AT EFCO'S DISCRETION.
21. KINSTLER & ASSOCIATES HAVE NOT REVIEWED ANY PRODUCTS/APPLICATIONS TO MEET LIFE SAFETY/EGRESS REQUIREMENTS. MANY STATES AND CITIES HAVE THEIR OWN LOCAL BUILDING CODES. INTERPRETATION OF THESE CODES IS BEYOND THE SCOPE OF OUR SERVICE.
22. IT IS THE RESPONSIBILITY OF THE INSTALLER TO CONFIRM THAT THE GLAZING MATERIALS (SETTING BLOCKS, GASKETS, ANTI-WALK BLOCKS, ETC.) ARE COMPATIBLE WITH THE GLASS PRODUCTS BEING USED.
23. CURTAINWALL MULLIONS WILL BE SPLICED (WHEN REQUIRED) AS CLOSE TO THE INFLECTION POINT (ZERO MOMENT) AS POSSIBLE, IN ORDER TO LIMIT ANY ADDITIONAL REINFORCEMENT REQUIRED IN THE MULLION. WHEN A SPLICE LOCATION IS MOVD AWAY FROM THIS INFLECTION POINT TO COINCIDE WITH A CONCEALED LOCATION, HORIZONTAL, CEILING LINE, ETC., ADDITIONAL REINFORCEMENT MAY BE REQUIRED AT AN ADDITIONAL COST.
24. A GLASS SCHEDULE WILL BE SHOWN FOR REFERENCE ONLY. UNLESS GLAZED WINDOWS ARE PROVIDED BY EFCO CORP., KINSTLER AND ASSOCIATES WILL NOT BE RESPONSIBLE FOR THE ACCURACY OF THE SCHEDULE, NOR SHOULD THAT SCHEDULE BE TAKEN TO BE THE PRODUCT SUBMITTAL FOR THE CUSTOMER SUPPLIED GLASS.
25. A HARDWARE SCHEDULE WILL BE SHOWN FOR REFERENCE ONLY. UNLESS DOOR HARDWARE IS TO BE PROVIDED BY EFCO CORP., KINSTLER AND ASSOCIATES WILL NOT BE RESPONSIBLE FOR THE ACCURACY OF THE SCHEDULE, NOR SHOULD THAT SCHEDULE BE TAKEN TO BE THE PRODUCT SUBMITTAL FOR ANY CUSTOMER SUPPLIED HARDWARE
26. SHOP DRAWINGS ARE ONLY INCLUSIVE OF INFORMATION FOUND IN THE CONTRACT DOCUMENTS AND AS LISTED ON SHEET 1.01 OF THE SHOP DRAWINGS
27. THE PROJECT DESIGN CRITERIA AND DESIGN PRESSURES SHOWN ON SHEET 1.01 ARE KINSTLER AND ASSOCIATES INTERPRETATION OF THE DATA PROVIDED AT THE TIME OF SHOP DRAWING PREPARATION. KINSTLER AND ASSOCIATES IS NOT RESPONSIBLE FOR THE ACCURACY OF THIS INFORMATION. IT IS THE RESPONSIBILITY OF THE PROJECT ENGINEER OR RECORD TO VERIFY THIS INTERPRETATION/CALCULATION IS CORRECT.
28. FLOOR PLANS PROVIDED IN THE SHOP DRAWINGS ARE FOR ELEVATION LOCATION PURPOSES ONLY AND SHOULD NOT BE SCALED OR USED FOR CONSTRUCTION.
29. ELEVATIONS SHOWN IN THE SHOP DRAWINGS ARE TYPICALLY DRAWN FROM THE EXTERIOR OF THE BUILDING UNLESS NOTED OTHERWISE. INTERIOR ELEVATIONS SHOULD BE REFERENCED ON THE FLOOR PLAN TO DETERMINE DIRECTION OF VIEW.

30. DOOR SWINGS ARE SHOWN TO MATCH WHAT IS SPECIFIED IN THE ARCHITECTURAL DRAWINGS. NEITHER KINSTLER AND ASSOCIATES NOR EFCO CORP. ARE RESPONSIBLE FOR VERIFICATION OF DOOR SWINGS TO MEET EGRESS REQUIREMENTS OF CODES.
31. DETAILS ARE TYPICALLY DRAWN WITH THE EXTERIOR SIDE TO THE LEFT SIDE OF THE DETAIL UNLESS NOTED OTHERWISE.
32. KINSTLER AND ASSOCIATES WILL SHOW OUR INTERPRETATION OF PERIMETER CONDITIONS IN OUR DETAILS TO ASSIST WITH COORDINATION OF TRADES AND ANCHORAGE OF THE FRAMES. KINSTLER AND ASSOCIATES IS NOT RESPONSIBLE FOR THE ACCURACY OF THESE PERIMETER CONDITIONS. THESE CONDITIONS SHOULD BE VERIFIED BY THE ARCHITECT AND/OR GENERAL CONTRACTOR.
33. IT IS UNDERSTOOD THAT SUBMITTAL DOCUMENTS ARE OFTEN RETURNED WITH A STATUS OF "REVIEWED". THESE SHOP DRAWINGS PREPARED IN CONJUNCTION WITH THESE TERMS AND CONDITIONS REPRESENT A CONTRACT BETWEEN KINSTLER AND ASSOCIATES AND OUR CUSTOMER. REVIEWED DRAWINGS THAT ARE RETURNED FOR CORRECTIONS ARE DEEMED TO BE APPROVED BY THE CUSTOMER ONCE THE NOTED CORRECTIONS ARE MADE AND THE CUSTOMER ADVISES US TO PROCEED WITH THE PREPARATION OF THE ORDER FOR PRODUCTION OF MATERIALS.

Project name: _____

Accepted by: _____

Date: _____