

## GENERAL TERMS AND CONDITIONS OF SALE

**Section 1: Terms of Payment** – Net 30 days, unless otherwise stated on invoice. All orders shipped in a given month are due and payable at the end of the month following. A service charge of 1 ½ % per month (18% per annum) is applicable to all balances not paid.

If the buyer's credit is unsatisfactory to the seller the latter reserves the right to require payment either by cash, bank draft, or certified cheque. All sales of fabricated or special order products to cash accounts require a 50% deposit.

Seller shall be entitled to refuse, modify or withdraw extension of credit. If buyer is in default of any of the terms hereof, or any other contract with seller, seller may, at its option, suspend fabrication and/or shipments until such default is made good, and seller may elect to treat such default as final refusal to accept further shipments hereunder and cancel this contract without prejudice to claims for materials shipped and cancellation charges.

**Section 2: Cash Sales** – All cash sales are final.

**Section 3: Sales Taxes:** Unless otherwise stated herein, the seller's prices do not include sales, use, excise or similar taxes. Buyer shall pay to the seller the amount of all present or future sales, use, excise or similar taxes which the seller is required to pay or to collect in connection with buyer's order. Buyer shall pay to the seller any excess amount which the seller is required to pay or to collect by virtue of change in the rate or application of such tax.

**Section 4: Return of Goods** – In the event the buyer desires to return non-defective warehouse goods for credit, written authorization for the return must be received by the buyer and must be on the conditions laid down by the seller. All return are subject to a restocking charge of 25%. If permission is granted, such goods must be returned in good condition, freight prepaid, and credit will be allowed depending on the condition thereof.

### **Special order goods and fabricated goods will not be accepted for credit.**

**Section 5: Fabricated Goods** – Fabricated product which are non-defective are non-returnable, all sales are final. Seller warrants that the goods manufactured by the seller when shipped are free from defects in material and workmanship. Seller shall have no obligation or liability under this warranty unless it shall have received prompt written notice specifying such defect prior to installation of material. Seller is not responsible for any charges (labour, productivity, etc.) incurred by buyer should he attempt to install faulty material. Seller has the option to repair, modify or replace the defective material prior to installation.

**Section 6: Disclaimer of Warranties** – Sale of the said product is made without any representation warranty or guarantee by seller other than those of the manufacturer of the said product. Buyer assumes all risk and liability whatsoever resulting from the use of such goods. Seller neither assumes nor authorizes any person to assume for it any liability in connection with the sale or use of the materials sold hereunder, and there are no oral agreements or warranties collateral to or affecting this agreement.

**Section 7: Deliveries** – Delivery to the initial carrier in all cases, unless otherwise stated, shall constitute delivery to buyer. Risk of loss or damage shall pass to the buyer when the goods are so delivered by seller to initial carrier. Buyer is responsible for all demurrage and/or other related charges. If shipped F.O.B. job site, seller has option to choose carrier and all claims due to shipping errors and/or damaged goods must be reported to carrier immediately and to seller within 10 days.

Seller shall be excused for delay in delivery and under no circumstances be responsible for failure to fill any order or orders when due to Acts of God, strikes, fires, labour unrest, inability to secure raw materials, manufacturers delay, or any other causes beyond sellers control.

**Section 8: Changes in Terms and Conditions of Sale** – No changes will be permitted in these terms and conditions of sale unless approved in writing by the seller.