

Terms and Conditions of Sale

1. **CREDIT TERMS OF PAYMENT:** Buyer shall pay within thirty (30) days after invoice date one hundred percent (100%) of the value of material shipped. Terms are Net 30 on approved credit. All payments must be made in Canadian Dollars. Buyer specifically agrees to **pay interest** on any past due amounts at the **rate of two (2%) percent per month** or the highest rate allowed by law, whichever is less. Subsequently, the Customer account is considered delinquent. Bank fees for wire transfers to be paid by the Buyer. *Any bank-processing fees involved in receiving wire-transferred funds will be charged to the Customer's account.* **Service charge of \$50.00 CAD funds** will be charge to the Buyer on all returned NSF cheques. If Buyer fails to make timely payments, Seller is not obligated to perform and may resort to any of the remedies available to Seller at law or in equity. Seller reserves the right, at any time during the execution of the order, to require from Buyer satisfactory security for the performance of Buyer's obligations, and, in the event satisfactory security is not provided, Seller may withhold manufacture and/or delivery of all or any part of the order.

1A. **TERMS OF PAYMENT (CASH):** Buyer shall pay the amount specified on the invoice(s) prior to the Shipment of Goods either by Cash, Certified Cheque, Visa, or Mastercard. Orders being shipped will be released upon receipt of payment.

1B. **TERMS OF PAYMENT (DEPOSITS):** Buyer shall agree to pay **30% deposit** based on total of the invoice(s) prior to the start of said job (in acceptance of quotation herein) and the remaining **70% of invoice(s) upon completion of the order.**

2. **TAXES:** All exercise, privilege, occupation, sales, personal property and other taxes (whether federal, provincial or local) applicable to the sale, purchase, storage, use or ownership of any of the Seller's products covered hereby, and for the payment or collection of which Seller shall be liable, shall be added to the selling price of said products and shall be paid by Buyer although not included as an item in the price quoted herein.

3. **SHIPMENT:** Material will be shipped by your preferred common carrier. If you do not have a preferred carrier - your shipment will ship prepaid and add to your bill. Buyer shall be responsible for receiving and unloading the material, including all cost associated with required equipment and labour. Buyer shall advise Seller of any special shipping or delivery instructions.

4. **FREIGHT:** All shipments are quoted "F.O.B. Edmonton" and freight is quoted collect or prepaid and add to buyers' invoice(s), when applicable, the transportation tax will be for the account of Buyer as an addition to the selling price of Seller's products. Any freight charges stated by Seller prior to shipment are estimates only. Buyer shall pay the actual freight charges, notwithstanding the accuracy of such prior estimates by Seller. If the pricing quoted herein is indicated to include freight charges, such charges are based on shipping the material in the most economical manner. Any additional charges incurred by Seller in shipping otherwise in order to meet Buyer's demands shall be reimbursed to Seller by Buyer.

5. **DELAYS:** Seller is not responsible for any delays on account of transportation difficulties, shortages of material, priorities of any kind, strikes or accidents at Seller's factory, war, "Acts of God" or other similar or dissimilar causes beyond the Seller's control. Seller shall not be liable under any circumstances for damages on account of delay, including without limitation, liquidation, special or consequential damages.

6. **SELLER'S LIABILITY FOR SHORTAGES, DELIVERY OF IMPROPER MATERIAL OR DELIVERY OF DAMAGES OR DEFECTIVE MATERIAL:** Buyer agrees to carefully check material upon unloading at destination. No claims for shortages, for delivery of improper material or for apparent defects or damage to material will be recognized by Seller unless written notice specifying in detail the nature and extent of the shortage, defect or damage is sent to the Seller's office at Edmonton, Alberta within seven (7) days from receipt. A Returns Good Authorization Number is required if a return is requested. Seller will not be liable for any claims resulting from the use by Buyer of improper material or from the use by Buyer of material having apparent defects or damages when installed by Buyer. A **25% Restocking fee** will be charged to the buyer's account. Packing and return shipment costs are the customers' responsibility; unless Ideal Products of Canada Customer Service advises otherwise. Please check with Ideal Products of Canada Customer Service to determine which common carrier should be used to return material. **Cut and Rolled products and Custom Fabrication items along with special order items are not returnable.** Unauthorized returns without an Ideal Products of Canada Authorized RGA Number or product returned in a non-sellable condition will not receive any credit to the buyers account. (Note: Additional quantities or products that are not on the RGA but are in resalable condition will be returned to inventory with no credit to the customer.)

Contact CDNsales@idealproducts.ca for goods return authorization of HQ Location at 715-76 Ave NW Edmonton AB T6P1P2

7. **Cancellations.** Once Seller delivers the Acknowledgment, POs generally cannot be cancelled. From time to time upon request of Buyer, Seller, in its sole discretion, by written consent, may agree to cancel a PO. If Seller agrees, Buyer shall reimburse Seller for all reasonable costs incurred to the date of the cancellation, including a **25% restocking fee.** Orders for cut and rolled items, custom fabrication items, and special-order items may not be cancelled.

8. **WARRANTY** All products sold by the Seller to the Buyer are sold subject to the Seller's Warranty Policy as set out herein. If the Buyer offers a different warranty to its' customers, the Buyer does so at its own risk and assumes all liability that may arise from choosing to do so. The terms and conditions set out here apply to the sale of any products by any of the **Ideal Products Group of Companies** (collectively "Ideal Products"). All orders are accepted, and all sales are expressly made conditional on purchaser's agreement to these terms and conditions notwithstanding any purchase orders or offers containing different or additional provisions. purchaser's acceptance of goods constitutes acceptance of these terms and conditions.

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Seller's Warranty Policy

- a) Ideal Products warrants that it has good title to the goods sold by it and that all products manufactured by it and sold to a purchaser meets the product description as set out in Ideal Products data sheets, and further, the product is free from defects in material and workmanship at the time of manufacture.
- b) If the buyer believes it has received material that does not meet the product description or is defective in either or both material and workmanship or that the goods sold to purchaser fail to conform to this limited warranty, purchaser must give Ideal Products written notice of such nonconformance (a) within thirty (30) days of the time when the defect was or should have been discovered, but (b) not later than (60) sixty days after the receipt of the goods in any event, or purchaser waives any warranty claim or other claim with respect to the goods. The buyer acknowledges that it has a duty to inspect the product delivered to it by Ideal Products, upon receipt of goods and if the buyer fails to conduct a reasonable inspection and it is found that a reasonable inspection would have revealed that the product did not meet its description or that there was a defect in material and/or workmanship, the buyer waives any claim under this warranty.
- c) Ideal Product's entire liability (and purchaser's entire remedy) on any claim arising out of the sale of the goods or its replacement of defective goods, whether in contract, warranty, tort (including negligence and strict liability) or otherwise, shall be limited to the purchase price of the goods that are proven defective. Under no circumstances is Ideal Products liable for labour costs of installation or removal of any product deemed not to match the product description or is defective in material and/or workmanship This warranty does not extend to, and is voided by, goods damaged or failed because of, or by use with, materials or supplies or methods not approved by Ideal Products or other applicable installation standards or codes; or because of misuse; abuse; accident damage in transit; improper handling or installation not in accordance with recommended practices or codes.
- d) Ideal Products does not guarantee the final finish/appearance of any lot of metal jacketing will exactly match the finish of/appearance from a different lot nor will Ideal Products accept returns based on these variations in finish.
- e) The buyer acknowledges that any such product claimed by the buyer to not meet the product description or claimed as having a defect or defects in material and/or workmanship, must be kept by the buyer until such time as Ideal Products has conducted its own inspection of the product.
- f) If the product is deemed by Ideal Products, to not meet the product description and/or has been deemed to have a defect in material and/or workmanship, Ideal Products will, at its sole option, either repair or replace any such product.
- g) If Ideal Products chooses to replace the product, replacement will be F.O.B., Ideal Products manufacturing plant with freight prepaid to destination.
- h) In no event shall Ideal Products be liable for damages, lost profits, or revenue.
- i) This warranty is given in lieu of all other warranties, express or implied, including without limitation, any warranty of merchantability or fitness for a particular purpose and all other such warranties are expressly disclaimed.
- j) The buyer agrees that no other warranties exist, and that Ideal Products has not, either in writing or through verbal representations of Ideal Products or any agent or employee of Ideal Products, directly or indirectly implied, there are any other warranties. So as not to restrict the generality of the foregoing, Ideal Products warranty does not apply to any product or products improperly or negligently used by the buyer, nor is Ideal Products liable for any direct, indirect, special, punitive, exemplary or consequential damages of any sort whatsoever arising from the use or installation of any products sold by Ideal Products and Ideal Products liability, under any warranty, shall be expressly limited to the cost of product deemed not to match the product description or is defective in material and/or workmanship.

9. DURATION, ACCEPTANCE & GOVERNING LAW: Quotations are valid for 30 days unless otherwise noted in writing and is subject to Buyer's acceptance on or before that date. Upon acceptance the quotation and the Terms and Conditions set out here will become the entire agreement between Buyer and Seller notwithstanding any previous communications or negotiations whether oral or written. The parties intend to be legally bound hereby and to be governed by Alberta law These Terms and Conditions supersede all other terms and conditions, oral or written, and all other communications between the parties suggesting additional or different terms. These Terms and Conditions represent the final and complete understanding of the parties and may be amended or cancelled only by written agreement signed by both parties. These Terms and Conditions expressly limit acceptance to these provisions. No order shall have any force or effect until acknowledged in writing by Seller. Any proposal for additional or different terms or any attempt by Buyer to vary in any degree any of the provisions of these Terms and Conditions is prohibited and is rejected. No terms of any document or form submitted by Buyer shall be effective to alter or add to the provisions contained in these Terms and Conditions. Unless otherwise stated herein, Buyer's receipt of any portion of the goods ("Goods") shall constitute acceptance of these Terms and Conditions, unless Buyer immediately returns all such Goods.