

PG-CA 2015 GENERAL TERMS AND CONDITIONS



PRICE: All pricing in Canadian dollars. List prices are subject to industry discounts

TERMS: Two percent (2%) 15th of month following date of invoice. Net 30th. Interest chargeable at 24% annum. 2% per month on unpaid accounts after net payment has expired. Minimum invoice is \$30 net.

All orders are subject to credit approval by Jay R. Smith Mfg. Co. prior to the acceptance of an order. Orders may be refused, delivery may be withheld, or shipment stopped in transit without any liability on Jay R. Smith Mfg. Co.'s part if in its sole opinion, the Buyer's ability to pay for the merchandise or the terms and conditions herein are in doubt. Jay R. Smith Mfg. Co. must be notified of potential pricing errors within 30 days of invoice date.

FREIGHT: F.O.B. shipping point.

Full freight allowance will be applied on all releases of \$3,500 or more NET, released at one time, via regular Rail or Truck Forwarding. (This applies to shipments in Canada only.)

Add orders can be applied to any qualified release for full freight allowance providing shipment of original release has not been made. Full freight will be allowed on all back orders.

TAXES: All taxes imposed under existing or future statutes will be added to the price herewith effective and shall be paid by the buyer.

SHIPMENT AND DELIVERY: Unless otherwise stated, materials will be shipped freight collect, and all freight is to be paid by the Buyer, but Seller reserves the option to prepay the freight by the carrier of Seller's choice. Buyer agrees to make all complaints for damage in transit or "short count" directly to the carrier; before the contents are unloaded to have the carriers agent's acknowledgement of such damage noted on the bill of lading; and to present to the carrier its agent's acknowledgment of such damaged material with formal claim covering said damage. Shipping dates are estimates and time of delivery is not the essence of this sale of the contract therefore. Under no circumstances will the Seller have any responsibility on account of delays in manufacture, transportation or otherwise.

CANCELLATIONS: Cancellations or change in specifications or special material can only be honoured by written notice with the understanding that any charges incurred will be chargeable to purchaser.

LIMITED WARRANTY: All goods sold hereunder are warranted to be free from defects in material and factory workmanship for a period of one year from the date of purchase. We will replace goods at no cost that prove defective provided we are notified in writing of such defect and the goods are returned to us prepaid at Vaughan, Ontario with evidence that they have been properly maintained and used in accordance with instructions. **WE SHALL NOT BE RESPONSIBLE FOR ANY LABOR CHARGES OR ANY LOSS, INJURY, OR DAMAGES WHATSOEVER, INCLUDING INCIDENTAL OR CONSEQUENTIAL DAMAGES.** The sole and exclusive remedy shall be limited to the replacement of the defective goods. Before installation and use, the purchaser shall determine the suitability of the product for his intended use and the purchaser assumes all risk and liability in the connection therewith. Where permitted by law, **THE IMPLIED WARRANTY OF MERCHANTABILITY IS LIMITED TO A PERIOD OF ONE YEAR AND SHALL BE LIMITED SOLELY TO THE REPLACEMENT OF THE DEFECTIVE GOODS.** All weights stated in our catalogs and lists are approximate and are not guaranteed.

Seller makes no warranties of any kind except as may be specifically agreed upon in writing and no agent or representative is authorized to make any warranty.

RETURN GOODS: Standard cataloged material may be returned only with written permission of seller. Returned goods are subject to a 25% restocking charge plus costs of reconditioning, if necessary, to make material saleable. Transportation charges are the responsibility of the Buyer. Credit allowance will be in the form of merchandise credit only -- not cash credit. The value of a return must total at least \$100.00 to qualify for credit allowance. No credit will be allowed for parts unless originally ordered and invoiced as parts. No credit will be allowed for discontinued or made to order items. Items that have been specially made are not subject to return or cancellation. Material must be returned within one year of invoice date for credit to be issued.

Galvanized material will be credited at a value of painted iron; chrome plated and nickel bronze at the value of polished bronze. No credit will be allowed on auxiliary tappings.

ILLUSTRATIONS OF TYPICAL INSTALLATIONS: The typical installations for various products found in each product section are intended to illustrate the products and their options. Under no circumstances are they to be construed as recommended installation procedures. Consult local codes and project specifications for proper installation instructions.

GENERAL: Jay R. Smith Mfg. Co. reserves the right to make changes in design or equipment of any item or product without incurring any obligation on previously sold items, and to discontinue items at any time, without notice. Possession of catalogues or other sales literature is not to be construed as an offer to sell. All orders are subject to acceptance by the general office of Seller in Vaughan, Ontario.