



TERMS AND CONDITIONS - WHITBY AND COLBORNE

- 1. TAXES:** Applicable Sales Taxes are not included in our Quotation.
- 2. F.O.B. POINT:** Our manufacturing plants – Whitby or Colborne, Ontario. Freight and unloading costs are the responsibility of the customer. All materials shipped are inspected and signed for by the carrier as complete and undamaged. Should there be any damages or shortages on receipt, state details on bill of lading and initiate freight claim. Our responsibility ends upon loading and receiving the driver's signature. Our assistance is available to secure adjustments.
- 3. PRICE SHEETS, DELIVERY SCHEDULES, AND DESIGNS** are subject to change without notice.
- 4. STANDARD TERMS OF SALE:** Net 30 days after each shipment. Hold backs not acceptable unless negotiated.
- 5. DRAWINGS:** NAS is not responsible for confirming the accuracy or functionality of any dimensions, drawings, calculations or specifications provided by the customer. NAS sole responsibility is to construct the equipment requested according to said dimensions, drawings, calculations, or specifications. If drawings are required, production will not commence until mutually approved drawings are received. NAS drawings, design, concepts and products are proprietary and subject to protection under Canadian patent, copyright or industrial design legislation.
- 6. RETURNS:** Materials are manufactured to the requested specifications. Any returns require an approval number. Deductions must not be made before the receipt of our credit note, which will be issued immediately after receipt and inspection of the returned material.
- 7. CANCELLATIONS:** Cancellation of orders is subject to charge for work completed and commitments made.
- 8. DELIVERIES:** While the company will use every reasonable means to ship by specified dates, we are not responsible for any kind of loss or damage direct or indirect, arising from delays or non-performance resulting from strikes, slowdowns, fire, floods, failure or delays of raw material, errors of manufacture, government regulations, freight carriers, etc.
- 9. DELAY OF ACCEPTANCE:** Prices are based on our shipping all material when ready in our plant. The inability to ship material due to site delays may result in additional charges.
- 10. CONDITIONS OF SALE:** While NAS appreciates the receipt of a signed Purchase Order, these Terms and Conditions cannot be waived or varied by Buyer's Purchase Order or otherwise without written consent by NAS.
- 11. INSTALLATION:** Unloading of delivered material and material handling is the responsibility of the buyer, unless otherwise stated in the NAS quotation. These products are to be placed at a location convenient to the work-site. A staging area must be provided, broom cleaned and clear of all materials and other trades. Adequate power, lighting, garbage bins, and washroom facilities shall be provided. Work-site is broom cleaned upon completion.
- 12. WARRANTIES:** One (1) year for any defects of manufacture or workmanship. The company's liability for defective goods shall be confined solely to replacement or repair of defective products. No charge for repairs done by the purchaser or others will be accepted without prior written approval. Warranties are null and void if repairs were done without NAS approval or installation was altered deviating from original drawings and recommendations. NAS assumes no responsibility for products not installed to NAS written specification.
- 13. TITLE TO ALL PRODUCTS** shall remain with North American Steel until payment is received in full.
- 14. IF LITIGATION** arises in connection with any transaction, it is agreed that the place of litigation shall be at the Town of Whitby.