

NORTH AMERICAN STORAGE

TERMS AND CONDITIONS

QUOTATIONS, PRICE LISTS, MANUFACTURING AND DELIVERY INFORMATION ARE SUBJECT TO THE **FOLLOWING TERMS AND CONDITIONS:**

PLEASE NOTE NASECO TERMS ARE WITH OUR CUSTOMERS AND RESELLERS. NASECO TERMS SHOULD BE REFERENCED WHEN NEGOCIATING 3RD PARTY SUPPLY CONTRACTS TO ELIMINATE DISPARITY.

1. GST: Extra

2. **PST:** Extra if applicable

3. EXPORT CUSTOMS & BROKERAGE FEES: Extra

- 4. FOB POINT: Our Nisku, Alberta plant. Freight and unloading costs are the responsibility of the customer. Freight prepaid and charge is subject to a 35% surcharge. Excessive unloading time will be charged in the manner above. 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 with the freight company. Our responsibility ends upon loading and receiving the driver's signature.
- 5. **INSTALLATION:** If we are to install our product, the material shipped to location is to be unloaded and placed at a convenient location to the work site. The area shall be broom clean prior to our starting and will be left in the same manner upon completion. Our material is shipped clean from the factory. Removal of site dust accumulation on material is outside of the scope of the installation contract.
- 6. PRICE SHEETS, DELIVERY SCHEDULES AND DESIGNS: Are subject to change without notice.
- 7. PROJECT PRICING & DELIVERY: Project Quotes or Non-standard item pricing and delivery are subject to review at time of order if the value is not within 10% +/- of the original quoted value, or a project delivery is more than 12 weeks
- 8. **NASECO** is not obliged to honour pricing or delivery on past orders or expired quotes
- 9. Customer accepts that revising quantities or delivery date after an order is place may incur costs to them including but not limited to changes in raw material prices or storage costs.
- 10. **DEPOSITS:** A 25% or greater deposit is required for non-stock racking orders over \$100,000, and is payable at time of order placement, or within 15 days of raw material order if delivery exceeds 12 weeks. A 50% or greater deposit may be required for non-stock items purchased for re-sale and is payable at time of order placement.
- 11. TERMS OF SALE: Net 15 days after each shipment. NASECO reserves the right to hold shipments at any time if accounts are not current.
- 12. **RETURNS**: Materials are manufactured to requested specifications may not be returnable. Any return requires approval. A restocking charge will be quoted with our return 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 material.
- 13. CANCELLATIONS: Orders once placed, cannot be cancelled within 5 weeks of scheduled delivery date. Prior to that, there may be a design, engineering and material charge that will be invoiced showing the costs, breakdown and total.



NORTH AMERICAN STORAGE

- 14. GUARANTEES: One (1) year for any defects of manufacture or workmanship. NASECO'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. All product guarantees are FOB Nisku Alberta plant.
- 15. NASECO assumes no responsibility for products not installed as per our specifications or instructions; either written or oral.
- 16. **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.
- 17. TITLE TO ALL PRODUCTS: Shall remain with company until payment is received in full. We may if necessary, exercise our lien rights to ensure our investment in the project is protected.
- 18. CONDITIONS OF SALE: Cannot be waived or varied by any condition in the buyers purchase order or otherwise, without the written consent of North American Storage Equipment Inc.
- 19. LITIGATION: If litigation arises in connection with any transaction, it is agreed that the place of litigation shall be at the City of Edmonton, Alberta.