

# TECHNICAL DATA - TERMS AND CONDITIONS OF SALE

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## General Terms:

All shipping dates are based on the estimated amount of time required to process the order commencing with the date the order is taken, pending point 4 below. Should it be necessary to revise the specifications or conditions of sale for any reason whatsoever outside of the control of Code Electric Products Ltd., Code Manufacturing Products Ltd., C3 Planters Ltd. and/or C3 Coatings (herein called Code unless mentioned in

full), the Customer will acknowledge that the shipping date shall be extended by a period of time needed to achieve the agreed upon changes.

At no time shall the Customer hold Code responsible for any delay or damages incurred due to acts of God, priorities, restrictions imposed by Government, delays in transport, delays from our suppliers or delays due to labour and all other delays beyond the control of Code. C3 Planters Ltd. is a division of Code Electric Products Ltd. As such all PO's and payments are to be made out to Code Electric Products.

1. Every order for special enclosures/material requires an approval drawing. The approval drawing is to be designed by Code for production and based on Code's interpretation and tolerance levels.
2. All approval drawings are to be verified and signed by the customer or the distributor for production purposes.
3. Please note that all revisions require a new approval. This new drawing must also be signed by the customer or distributor and the revisions must be kept on file by the customer or distributor.
4. No manufacturing will commence unless the customer or distributor have signed the Code drawing and stipulated the Code drawing number(s) and latest revision.
5. All shipping dates are based on estimated time required to process the order. This is subject to change based on material availability, work load in shop and delays in drawing approvals.
6. All purchase orders must clearly indicate the latest revision drawing number.

## Warranty:

All products, other than those manufactured by third parties, which have their own warranty terms in their respective "Terms and Conditions of Sale", are warranted to be free from defects in material and workmanship for a period of **1 year** from date of shipment from the Code plant. If a product is proven to be defective to Code and the third-party manufacturer, the product shall be repaired or replaced at the option of Code. This repair or replacement shall constitute a fulfillment of all liabilities with respect to such goods. At no time and under no circumstances will a credit be issued for unauthorized rework on any materials, and all charges associated with a return for defective products deemed non-defective shall be charged to the Customer. Code shall not be liable for damages to goods or property of persons due to improper installation or if the materials purchased are subject to conditions which exceed design capabilities.

**Application:** While Code strives to assure all devices are fabricated, wired, and certified, to your drawing's final application, the final installation and application are customer's responsibility. Any certification present on Code's product only covers the scope shipped, not any on-site additions.

**Customer Supplied Material:** Code does not offer warranty when using customer supplied material, including but not limited to: metal, powder coat, hardware and/or fully fabricated components.

## Minimum Billing:

Minimum billing is \$175.00 net of transport and taxes. If a purchase order under said amount is to be placed, the Customer must add a \$75 surcharge on the purchase order as a separate line item. For third party products, additional minimum billing charges may apply.



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## Quotations and Pricing:

**Pricing:** Goods will be billed at the price effective at time of order. Pricing is based on straight-time labour. Any request by the Customer for expediting or additions or changes beyond the initial scope of work shall be considered extra. Any changes beyond the scope will require a formal change order to begin production. **Quotations:** Final application performance results are the responsibility of the Customer. Quotations are prepared to the best of the Code's ability based on information provided. It is the Customer's responsibility to check the quotation and approval drawings for any errors and request adjustments prior to placement of purchase order and production commencing. The Customer is responsible for all additional costs for changes made after approval of production drawings. Code is not responsible for any additional costs that fall outside the scope of the initial quotation or if an error on quote. Written quotations are valid for 30 days unless extended in writing.

**Packaging:** Special packaging requirements will be charged extra where required. This includes but is not limited to: crating, custom sized skids, boxing and/or other custom packing products.

**All prices subject to change without notice.**

## Terms:

Net 30 days unless otherwise specified in writing. Overdue accounts will be charged interest at 2% per month or portion thereof. In the event the customer requests a delay in shipment, payment becomes due 30 days following the originally scheduled shipping date.

**Progress Payments:** Code reserves the right to invoice the Customer monthly as work progresses, for all materials delivered and all work performed on and off site. Engineering and Design costs incurred prior to completion of production may be invoiced at Code's discretion. Invoices will be due as per above terms. **Shipping and Storage:** Orders will be shipped or the Customer will be notified for pickup upon completion and will be invoiced on that day with payment due as per terms of their account. Storage is not offered by Code. Any orders delayed from shipping or not promptly picked up will be subject to a storage and handling fee.

## Cancellation and Suspension of Orders:

After an order has been placed, it may only be canceled with Code's written approval.

The Customer is responsible for all costs due to any cancellations or suspension of the project after PO is placed. Once requested, a cancellation charge based on progress completed will be issued by an office of Code. If not agreed upon within 30 days, Customer will be invoiced for entire value of the purchase order.

## Returned Goods:

Only unused Code products in original condition and no more than one year old will be considered for return. Upon approval, in writing and issue of an RMA (Return Merchandise Authorization) products may be returned for exchange or credit of equal value.

Products returned to Code without an RMA number, or not in "as new" condition will be refused and returned to the customer at the customer's expense.

All returns are to be prepaid and must be pre-authorized. Custom, modified or specialty products are non-returnable.

## Errors and Omissions:

The Code catalogues, price lists, website, flyers and any other printed or electronic literature are subject to errors omissions. Data included in this material is subject to change without notice.

## Penalty Clauses:

No penalty clauses of any type or in any specification will be accepted, unless otherwise approved in writing by an authorized officer of Code.

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## Consequential Damages:

Code shall not be liable for any consequential, contingent or incidental damages whatsoever.

## Customer, Consigned or Free Issued Equipment:

All customer equipment stored at, being worked on or simply being at Code's building is not the responsibility of Code. The Customer must maintain issuance and/or accept the risks of fire, theft, flood or any damage to their equipment while on Code's premise.

## Procurement:

Code is not responsible for any delays due to procurement of parts. Estimated lead time is given based on the best information at the time of quote. Code has no control over vendor delays from which it purchases parts and will not be subject to any penalties that may result if delayed delivery of goods.

## Customer's Remedies:

The Customer's remedies with respect to equipment found to be defective in material or workmanship shall be limited exclusively to the right of repair or replacement of such defective equipment. In no event shall Code be liable for claims (based upon breach of implied warranty) for any other damages, whether direct, immediate foreseeable, consequential, or special or for any expenses incurred by reason of the use or misuse of equipment which does or does not conform to the conditions or any contract resulting from Code's proposals.

## Special Inspections:

If applicable, special inspections will adhere to the CSA special publication SPE-100-13, model-code for Field Evaluation of Electrical Equipment. Equipment under that certification will fall under the Terms and Conditions on that report.

## Transport Policy:

1. Our products are always shipped F.O.B. our plant, Port Coquitlam, British Columbia regardless of freight payment terms
2. F.O.B. "freight on board" denotes that title to the shipment passes to the Customer at the instant that the carrier signs the bill of lading, thus confirming that the products are packaged properly. It is the responsibility of the Customer to ensure that the shipment is received in good order, and to file a "Damaged in Transport Claim" with the carrier should there be damages. Code is not responsible for any liability arising thereof and cannot be involved in any recovery process
3. Code will not accept any return shipment due to Transport Damages unless authorized; (see item 4)
4. Before signing a delivery receipt, it is the responsibility of the Customer to inspect freight for any damage
5. Should repair or replacement of goods be necessary due to transport damage, a new Purchase Order must be issued to Code. Code will authorize a return to our plant, with transport at the Customer's expense. The Customer is responsible for payment of both purchase orders.
6. All freight claims are to be filed by the Customer promptly when product is received.
7. Additional shipping charges may be incurred when special equipment is requested, e.g. flat beds, open sides, lift gates, cranes etc.
8. No charge-backs for using an alternative carrier will be accepted under any circumstances.
9. When re-delivery of product is required because the customer is not ready to accept and no notification is given, the actual cost for freight, storage and re-delivery chargers will be the sole responsibility of the Customer. Any previously agreed upon prepaid freight charges will then be the sole responsibility of the Customer.

## Shipping Prepaid Terms: Code Electric Products Ltd., BC Customers Only:

Code offers prepaid shipments on standard items to major urban centers only, via carrier of choice by Code providing the order meets the prepaid minimum detailed below, NET pricing, taxes not included. Prepaid orders must be shipped to a distributor location only within British Columbia.

- BC lower mainland (Vancouver to Abbotsford excludes Chilliwack): \$1100.00 prepaid minimum on standard product.
- BC (excluding the lower mainland includes Chilliwack): \$1,700 prepaid minimum on standard product.
- \*Exceptions: Single piece enclosures weighing more than 250 lbs each are subject to a freight surcharge.
- Additional shipping charges may be incurred when special equipment is requested, e.g.: flat beds, open sides, lift gates, cranes etc.

## Errors and Omissions

Code Electric Products makes every reasonable effort to ensure the accuracy and validity of information provided in this document. However, as policies, price points, dates, conditions and information are continually changing, Code Electric Products reserves the right to change at any time without notice information in this document and make no warranties or representation as to its accuracy.

**No Waiver, alteration or modification of the terms and conditions on this or any applicable supporting documents shall be binding unless in writing and signed by an authorized representative of Code.**