



Effective: June 4th, 2018

TERMS, CONDITIONS OF SALES AND LIMITS OF LIABILITY

A) TERMS

As set forth on each invoice. Early payment discount, if applicable, on prices before taxes.

B) CONDITIONS OF SALES

- 1- Delivery: F.O.B. your place of business, on established delivery routes of the seller;
- 2- Return of goods:
 - i) Orders of metal roofing or siding sheets, flashings, trims and specially ordered goods cannot be returned or cancelled;
 - ii) Goods can only be returned to the seller, with prior written authorization from the Sales Manager or their Credit Manager;
 - iii) Returned goods are subject to inspection by the seller;
 - iv) A 25% minimum re-stocking fee on the invoiced price will be charged on all authorized returned goods.
- 3- All prices are subject to change without notice;
- 4- In the event of any inconsistency between these terms and the buyer's purchase order, these terms shall prevail.

C) LIMITS OF LIABILITY

If the product is found defective or does not conform to the terms of the order as accepted by the seller, the seller's sole obligation to the buyer will be to replace such products as proven defective or allow credit for the invoice price of such products at the option of the seller provided the buyer shall promptly notify the seller of any claim in respect to the product and such product shall be held for the inspection by the seller and shall not have been incorporated in any works.

Without limiting the generality of the foregoing in no event shall the seller's liability exceed the invoice price of the defective products and the seller shall not be liable for any costs related to labour or construction or delay in construction or any matter whatsoever, same shall not be the basis of any claim. The seller's obligation to replace or credit the invoice value of the product shall apply only if the defect is reported before use or erection of the material. This warranty replaces any other warranty, expressed or implied, whether statutory or otherwise. In no event shall the seller be liable for consequential damages.

THESE CONDITIONS FORM AN INTEGRAL PART OF THE CONTRACT FOR THE SALE OF GOODS OF IDEAL ROOFING CO. LTD.