



## Terms & Conditions of Sales

### PAYMENT TERMS

ARE NET 30 DAYS, subject to credit approval. Initial orders will be shipped C.O.D. since credit investigations take time to complete. A finance charge of 1.5% per month which is an annual percentage rate of 18% will be charge on all pass due invoices.

### TRANSPORT CONDITIONS

Are F.O.B. Ferco's Warehouses. The carrier will have to be specified by the customer. Material damaged in transit are the responsibility of the consignee and any claims must be filed with the transport company.

### DUTY OF INSPECTION

Buyer agrees to inspect delivered products within ten (10) days of receipt of products at the destination specified in the order. Buyer agrees to notify seller in writing if goods are defective in either materials or workmanship or not in conformity with the terms of the order. Buyer's failure to notify seller of defective or non-conforming goods shall be deemed an acceptance of the goods.

No goods are to be returned to us without prior authorization and routing instructions (see Return of Goods Policy).  
A 25% restocking charge could apply to returned materials.  
ALL C.O.D. RETURNS WILL BE REFUSED.

### GENERAL

Buyer agrees to purchase and seller by its acceptance of this agreement agrees to sell, on the terms and conditions contained in this agreement, goods from Ferco Architectural Hardware Inc. Purchaser's signature of delivery receipt of goods shipped by Ferco Architectural Hardware Inc., through their chosen freight forwarder, customer's chosen freight forwarder, or picked up by customer or his chosen agent, attest to acknowledgement and acceptance of seller's terms and conditions of sale. In the event buyer becomes insolvent or breaches any provisions thereof, seller shall have the right to stop delivery of goods whether in the hands of seller or carrier, and, if such goods have been delivered to buyer, seller may reclaim goods from buyer.

### PRICE

The sales price for products will be the price: Ferco Architectural Hardware Inc. reserves the right to change prices without notice.

### DELIVERY DATE

Seller shall not be responsible for failure to fill any order or orders when such failure is due to fire, flood, riot, strikes, freight embargoes or transportation delays, shortage of labor, acts of god, of the public enemy or to any cause beyond seller's reasonable control.

### GOVERNING LAW

Any order resulting herefrom will in all respects be construed and given legal effect in conformity with the laws of the province of Québec.