

# Terms and Conditions



**1. APPLICABILITY** These Terms and Conditions of Sale, together with the document specifying the product to be supplied by Heritage Casting & Ironworks, Ltd. ("HCI" or "the Company"), shall govern all transactions entered into by HCI. Any provision of any purchase order placed by a Customer toward the Company's products, which is inconsistent herewith or in addition hereto shall be null and void, unless specifically agreed to in writing by HCI. Any order for or any statement of intent to purchase any of the Company's products, or any direction to proceed with the supply of said products shall constitute assent to these Conditions of Sale. No custom, practice, or course of prior dealings between the parties and no usage of trade shall modify or otherwise affect the terms and conditions of HCI's written order acknowledgement. HCI reserves the right to select its own customers and to reject any order. All orders and shipments are subject to the approval of HCI's Credit Department. A regional HCI representative has no authority to make any adjustments or additions to these Terms and Conditions of Sale.

**2. PRICES** Prices are F.O.B. factory and are subject to change without notice. All applicable sales, use, gross receipts, excise or other taxes (together with interest and penalties, if any, thereon) now or hereafter imposed by any governmental agency are extra and shall be charged to the Customer's invoice, unless the Customer furnishes the Company with a tax-exemption certificate acceptable to the taxing authorities. All units are supplied without lamps (bulbs). Products offered for sale may be withdrawn without notice.

**3. TERMS** HCI reserves the right at any time to demand full or partial payment before proceeding with an order if, in its judgment, the financial condition of the Customer does not justify the terms of payment specified below. All invoices allowed a net 30 days payment are due and must be paid within 30 days of issue unless quoted otherwise. A 2% per month late payment charge will be added to all overdue invoices. If delivery is deferred by the Customer beyond the original delivery date indicated or promised, payment shall be due in full when HCI is prepared to ship and the material may be stored at the risk and expense of the Customer. If the Customer defaults when any payment is due, then the whole contract price shall become due and payable upon demand or HCI, at its option, without prejudice to other lawful remedies, may defer delivery or cancel the order.

**4. QUOTATIONS** Written quotations are valid for acceptance within thirty (30) days unless otherwise indicated or extended by HCI. In addition, HCI reserves the right to withdraw any quotation prior to its expiration. Quotations are based on the quantity indicated and on one shipment, to one location. No split shipments.

**5. ORDER ACCEPTANCE** No order placed with HCI shall be considered accepted until officially acknowledged in writing by HCI. All purchase orders must be made out directly to "Heritage Casting & Ironworks, Ltd." and not to the representing sales agency.

**6. PRODUCT SPECIFICATIONS** Due to an on going policy of continuous product improvement HCI reserves the right to make modifications to all products without advance notice. If requested, HCI will provide submittal drawings prior to fabrication for review and approval by the Customer or his agent. Once approved, these drawings shall constitute the final specifications and bill of materials for the order.

**7. LEAD TIMES** All shipment information provided at time of quotation is "lead time" only. Actual shipments are subject to conditions prevailing at time of receipt of signed approval drawings and/or release. The above shall be subject to all present and future Federal and Provincial laws, rulings, regulations, as well as strikes, labour stoppages, fires, accidents, failure or delay in obtaining materials or manufacturing facilities, acts of government, bad weather or any causes beyond our control or causes designated Act of God or force majeure by any court of law and the estimated delivery date shall be extended accordingly.

**8. CANCELLATIONS** No order may be cancelled without our prior written consent, and/or without payment for work performed and expenses incurred. Such charges are payable by the Customer on demand. An additional \$100.00 administrative charge is added to all cancelled orders.

**9. PRICE PROTECTION** Orders received, but pending approval, will have price protection for a maximum of three (3) months from the date of receipt by HCI. If not released by that time, depending on fluctuating cost of materials, a material and inventory surcharge may be added.

**10. FREIGHT** All goods are shipped FOB shipping point at the Client's risk. HCI's responsibility for safe delivery ceases when the goods have been turned over to the Carrier. For pre-approved orders over \$5,000.00 (excluding taxes) freight is allowed to distributor's warehouse, unless quoted otherwise. Freight is allowed only if order is paid within terms. For orders under this amount, freight charges will be determined and collected by the Carrier unless HCI has been specifically requested to prepay and add to invoice. Proof of delivery by the Carrier is to be obtained by the Customer from the Carrier in question. Should the Company be required to obtain proof of delivery on behalf of the Customer, a \$25.00 surcharge will apply. Such request of proof of delivery must be submitted in writing within thirty (30) days of the date of shipment. Freight for anchor bolts and/or templates shipped prior to the order, at Customer's request, will be prepaid and charged to the Customer's invoice. All orders to Alaska, Hawaii and Puerto Rico will be treated as F.O.B. factory, freight extra, unless quoted otherwise. It is the Customer's responsibility to arrange for unloading of the goods delivered by the Carrier. If for any reason delivery is refused at destination, all warehousing, delivery and return costs will be charged to the Customer.

**11. SHIPPING** HCI shall ship all qualified freight-allowed shipments by the most practical and economical way possible ("best way"). Selection of carrier shall be at the discretion of HCI unless otherwise requested. Customer will assume any extra transportation charges for transportation specified via more expensive means.

**12. DAMAGE/SHORTAGE CLAIMS** All items are shipped inspected, disassembled and individually boxed. The Client assumes responsibility for both apparent and concealed damages sustained in transit. It is the Customer's responsibility to inspect and check the material upon receipt. Any visible shortages and/or damages concealed or otherwise must be noted on the carrier's PRO bill and a claim must be filed with the Carrier within five (5) business days of receipt of shipment. Failure to enter a claim within the prescribed limits nullifies any such claim and does not obligate HCI to accept claims.

**13. RETURN POLICY** All returned material must be accompanied by a written "Return Goods Authorization" (RGA) from HCI. Any material returned unaccompanied by an RGA will be refused. Application for return authorization must be accompanied by the original P.O. and invoice number. Requests for return must be made within ninety (90) calendar days from date of shipment, and are valid for a thirty (30) calendar day period only. Materials must be returned in factory sealed cartons, in saleable condition with freight prepaid to HCI. Returns will be subject to inspection with no credit for unusable or damaged material. Shipments containing items other than those authorized will result in refusal of the whole shipment. Only regular items in the current line are returnable. No discounted or custom items will be accepted. Credit will be issued at original invoice prices and a handling and restocking charge of 50% will apply.

**14. REPAIRS** To obtain repairs, material must be returned to HCI with a "Return Goods Authorization" from HCI (see above Return Policy). Materials must be shipped Freight Prepaid to HCI and repaired materials will be returned Freight Collect to Customer. Defective material will be replaced or repaired at no charge if no attempts have been made to repair it.

**15. WARRANTY** HCI products are tested and/or inspected prior to packing and are guaranteed for a period of one (1) year from the date of shipping against defects in manufacturing. Our guarantee is only valid when material is operated under rated voltage and if operated under normal use and conditions. Under this guarantee HCI's liability extends only to replacement or repair of defective parts within one (1) year of shipment. HCI will not be responsible for any damage that is sustained during storage of the material, by the customer, prior to installation. The guarantee does not cover damage sustained by abuse, normal wear and/or weathering. HCI will not be responsible for damage, injury or death due to faulty or improper installation. Customary or minor adjustments are not included under this guarantee. HCI will not allow any charge for labor, material, etc. that does not have prior written approval from HCI before work is begun.

**16. CATALOG ERRORS** Every effort is made to avoid errors in our literature. We will not accept responsibility or labor chargebacks in connection with errors of measurement, prices, descriptions, etc. Possession of an HCI catalogue or other HCI literature is not in itself an offer to sell.

**17. WAIVER** No delay or omission by the Company in exercising any right to remedy hereunder shall operate as a waiver thereof or of any other right to remedy and no single or partial exercise hereof shall preclude any other or further exercise hereof or the exercise of any other right or remedy. All rights and remedies of the Company are cumulative and may be exercised at any time and from time to time independently or in combination.