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The Buyer understands and acknowledges the following:
TERMS AND CONDITIONS OF SALE

PRICING - Prices are based on existing conditions. Should there be an increase in labour and/or materials costs, Commercial Roll Form Products Inc., ("The Seller") reserves the right to adjust the pricing accordingly. The prices shall be adjusted to the prices in effect at the time The Seller acknowledges The Buyer's order, however, should The Seller continue to experience an increase in costs, further price adjustments may be necessary which the buyer will be notified through written notice. The Seller reserves the right to correct any clerical or stenographic errors made in the course of preparing The Buyer's order.

DELIVERY - All times for deliveries are estimates only and may be subject to delay by causes beyond The Seller's control. The Seller will not be held liable for any losses and/or damages due to the inability to meet estimated delivery times. Once the goods, product, parts, all parts and/or materials ("The Materials") are delivered, The Buyer must use best practices to store The Materials. The Seller may fill The Buyer's order(s) through partial shipments, each of which may be separately invoiced.

ORDER CHANGES – Any order accepted by The Seller cannot be countermanded, revised or cancelled without The Seller's prior written consent, and upon such terms that will indemnify The Seller against any losses and/or damages. The word "losses", as used herein, shall include, but not be limited to, the cost of The Materials, dies, special machinery, tools, jigs and fixtures built or purchased for the contract and/or purchase order, in process, fabricated in whole or in part, by The Buyer's previous written authorization.

TITLE & RISK - Upon delivery of The Materials to The Buyer and/or The Buyer's agent, all risk of loss, damage, or other incidents of ownership shall immediately pass to The Buyer, however, The Seller will retain title to all The Materials and, as security, title to The Materials does not pass to The Buyer until The Materials are paid for in full.

SHIPPING TOLERANCE - Shipping tolerance is as follows: 500 kg and over + - 10%. Delivery of quantities within these tolerances shall be considered fulfillment of the order unless otherwise agreed upon in writing between The Seller and The Buyer. Any excess within the above tolerances shall be accepted and paid for by The Buyer.

COLLECT SHIPMENTS - Goods shipped collect are at The Buyer's risk and The Seller is not responsible for delays of carriers, damage to The Materials, or loss of The Materials in transit, or any loss and/or damage after shipment has been received for by the carrier as in good order. Claims for loss or damage must be filed directly with the carrier by The Buyer.

RETURN AUTHORIZATION – Upon receipt of The Materials by The Buyer and/or The Buyer's Agent, The Buyer will notify The Seller in writing as follows: (a) immediately of any visual defects (including but not limited to wet or damaged material), and/or, (b) within ninety (90) days of any defects and/or variances from the ordered specifications. Failure by The Buyer to notify The Seller in writing within the aforementioned timeframes shall constitute acceptance and waiver by The Buyer of The Materials' defect and/or variance and The Seller shall not be liable and shall stand released of all losses and/or damages sustained by The Buyer as a result of the defect and/or variance.

If The Buyer gives notice in writing within the timeframes stipulated herein, The Seller will inspect The Materials and if in The Seller's sole and absolute opinion, The Materials are found to be defective, then The Seller shall authorize the return, in writing, of the defective Materials and credit will be issued to The Buyer for the defective Materials. The Seller's liability for defective Materials shall be strictly limited to the quantity of The Materials returned only and The Seller shall not be liable for any consequential damages for loss, damage or expense directly or indirectly arising from the receipt and/or use of the defective Materials or from any other cause. The Seller's liability is expressly and strictly limited to the replacement or repair of defective Materials and not for any machining or work done on or value added to The Materials.

CREDIT TERMS - The Seller may, at any time, in its sole and absolute discretion, alter or suspend credit, refuse to ship Material or cancel unfilled orders when in The Seller's opinion, the financial condition of The Buyer or the status of The Buyer's account, warrants such action.

OVERDUE ACCOUNTS - Interest at the rate of 2% per month may be charged on overdue accounts (24% per annum).

PATENTS & TRADEMARKS - The Buyer agrees to indemnify and save harmless The Seller against any loss resulting from infringements of patents or trademarks or industrial designs. The Seller is not to be held accountable for the artistic, mechanical or practical advantages or disadvantages in the design or construction of any parts.

TOOLING - Dies, special machinery, tools, jigs and fixtures, built or purchased for the manufacture of Materials for The Buyer, are The Seller's property and remain in The Seller's possession even though The Buyer has paid for such items. Payment only gives The Buyer the rights to use such items. The Buyer acknowledges and agrees that The Seller shall hold such items, for the earlier of (a) one year after the completion of the most recent order or (b) The Buyer becomes insolvent, bankrupt, makes an assignment to creditors, or lets its credit account become in arrears, in which case, The Seller reserves the unilateral right to destroy or use these items without any obligation, liability and/or accountability to The Buyer.

FORCE MAJEURE - The Seller shall not be required to deliver The Materials within the time specified for delivery if an event occurs that is beyond the reasonable control of The Seller, including an act of God, action or failure to act of any government or government board, accident, strike, lock-out, power failure or shortage. For any cause whatsoever, whether beyond The Seller's control or not, The Seller's liability for failure or delay in performance shall not include incidental and consequential damages.

GOVERNANCE - All Orders are accepted and delivered only subject to these terms and conditions of sale. Should a contradiction exist between The Buyer's and The Seller's terms and conditions of sale, The Seller's terms and conditions will govern.

All representations, warranties and conditions express or implied, statutory or otherwise, except as stated herein, are hereby expressly excluded. Updated September 9, 2023