



## Conditions of Sale

### Return Policy

Returned product will not be accepted without a Return Material Authorization (RMA) number. To obtain your RMA number please contact the Con Cast Pipe (CCP) Shipping Department. CCP requires three (3) business days notification prior to any product planned for return. Please ensure that your site personnel have an accurate list of materials to be returned when requesting the RMA number including quantity, size, class, description, and length of material for return. If this procedure is followed and the CCP Shipping Department is contacted to obtain your formal RMA number, the product will be picked up for return to our Guelph or Oakville facilities within three (3) business days. No returns will be accepted or credited without proper authorization within the defined RMA procedure as detailed above.

Any additional items not included on the original RMA will slow the return procedure and possibly result in an additional re-stocking fee. RMA numbers cannot be extended or re-used. All returns are subject to verification by Con Cast Pipe personnel. Discrepancies surrounding the RMA and actual product returned to our facilities will delay the credit or return process. Please contact your sales representative for further clarification, if required.

### Re-Stocking Fees

A 25% handling charge will be deducted from all saleable returns. Any product returned from site that requires additional rework or repair will not be credited. Orders for special precast concrete products (i.e. fittings pipe, radius pipe, pipe with holes, scribed/cored manholes, rectangular chambers, box units, specialty precast, etc.) are not subject to cancellation and any special product not taken or returned from site will be fully invoiced and then credited, if and when resold, less the applicable restocking charges. CCP reserves the right to not accept returned product that has been delivered to site as per the original sales agreement pending any extraneous circumstances.

### Freight and Freight Charges

Prices quoted include the delivery cost for F.O.B. truck at jobsite applicable within a 250 km radius of our Guelph or Oakville facilities. The minimum truckload delivered quantity is 20,000 kg. A delivery less than the minimum truckload quantity is priced F.O.B. from our plant. CCP reserves the right to charge an additional amount for deliveries of less than the 20,000 kg minimum truckload quantities, other than the final load to complete a specific order. Contractor will be charged additional fees associated with deliveries requiring the use of the Stake or Straight trucks that are less than the minimum truckload quantity of 20,000 kg pending any extraneous circumstance(s).

Manufacturer shall not be liable for any delay or non-delivery due to failure of transportation facilities, strikes, war, fire, flood, accident of any other cause beyond its control.

Delivery shall be made as close to the jobsite, designated storage area or line of trench as is practical for loaded trucks and trailers operating under their own power, without risk of accident, injury or undue delay. The purchaser shall provide and maintain suitable access roads to the project site for delivery of product.

Loads that have been released for shipment through CCP's Shipping Department, that are not cancelled through

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direct contact with our Shipping Department, or have not used the shipping phone line (load cancellation extension) before 5:00am on the specified day of delivery, and arrive on site are the responsibility of the purchaser to off-load. If a delivered load of product is returned to CCP from site, the purchaser is subject to a \$500.00 charge for return and handling of such returned materials. Furthermore, if product is delivered to the site and the purchaser does not have safe and capable means to off-load product which results in the load being returned to CCP, the purchaser will be charged a \$500.00 fee for return of product to CCP. Please contact your sales representative for further clarification, if required.

CCP shall be entitled to charge the purchaser for unreasonable delay in unloading or releasing of its delivery vehicles. All deliveries allow for a one (1) hour maximum of delivery vehicle time on site for off-loading. If there is any additional time on site, CCP reserves the right to charge the customer for additional time spent on site during offloading and to hold the release of any subsequent trucks until all trucks are off-loaded and released from site.

Quotations for precast products are based on deliveries being made in normal working hours and subject to load restrictions. Weekend or night deliveries will be subject to additional delivery charges.

The purchaser shall give CCP three (3) business days notice of delivery requests.

Unless otherwise specified, all quotations are made on the conditions that full delivery will be taken within six (6) months from acceptance of order. Any product delivered after this period may be subject to increase in price as shown on CCP's then current price list.

Con Cast Pipe reserves the right to invoice a customer for product that has been made specific and special for a project if it has not been delivered to site within six (6) months from the date of the receipt of the order.

The purchaser will inspect the products at the time of delivery and any claims in respect thereto shall be made at that time. If any such products are found to be defective, CCP will deliver replacement product to the purchaser at the site of the work. CCP's liability for defective products is limited to the replacement of same product at CCP's cost. CCP waives all responsibility of any deficient product not reported immediately after the delivery.

## Sales Tax

HST (Harmonized Sales Tax) are EXTRA.

All quotations are subject to any increase in sales taxes or freight or to the imposition of new taxes. All new or additional charges of this kind will be passed along to the Buyer.

## Terms – Standard

Net thirty (30) days from the date of the invoice, or, a three (3) percent Prompt Payment Discount, the 25th of the month following may be applicable providing the account is in good standing and has a payment history to support such an initiative. Taxes are not subject to the Prompt Payment Discount.

There will be a 3% discount for precast orders picked up at our Guelph or Oakville yard. If a transfer is required to have product picked up at a certain location, the purchaser will be charged for the freight costs of the transferred product.