

## Unifix Inc.

# General Terms and Conditions of Sale

The publication sets forth the general sales policy of Unifix Inc. (hereinafter, collectively, “Unifix” or the “Company”). For further details pertaining to specific product lines, contact your Unifix Sales Representative or refer to current product literature.

### 1. QUALITY

The employees of Unifix are dedicated to achieving total customer satisfaction, by providing products and services which meet or exceed expectations. To accomplish our goal, we are committed to a process of continuing personal improvement, striving always to do our job right the first time, and always striving to work harder, tougher, safer, smarter, and more creatively together.

### 2. PRICING AND PAYMENT

All pricing is subject to home office approval. All products will be invoiced at the price in effect on the date of shipment, determined by Unifix’s current price pages. Unifix reserves the right to adjust its current prices to meet competition, but all price exception requests must be approved prior to the shipment of the product. Unifix reserves the right to cancel or remove price adjustments or exceptions which may have previously been made to meet a competitive offer, when in its judgment it becomes necessary or prudent to do so, or the competitive situation no longer exists. **ALL PRICING IS SUBJECT TO CHANGE WITHOUT NOTICE.** An effort will be made, however, to provide sufficient lead-time to our customers before a price is changed. Shipments made on or after the date of a price change will be invoiced at the new price.

Payment terms will be as stated on the face of each individual invoice, and cash discounts, if any, will be allowed only if taken within the time stated thereon, which shall be calculated from the invoice date. Payments not received by the net due date will be considered past due and could result in a suspension or cancellation of material and shipments.

The Company reserves the right without notice to apply and set off any amounts owed to customer, including but not limited to rebates, credits or complaint settlements, against any past due amounts owing from the customer to the Company.

If the Company brings legal action to collect past due amounts from a customer, the customer will be responsible to reimburse the Company for all of its costs and out-of-pocket expenses associated with such action, including but not limited to reasonable attorneys’ fees.

### 3. ORDER ENTRY AND CREDIT

Orders are placed through your Unifix Customer Service Center, or with your Unifix Sales Representative. An order is accepted when acknowledged in writing or when shipped, whichever occurs first. All orders to be placed on credit are subject to the review and approval of the Unifix Credit Department. Unifix reserves the right to select its own customers. All customers must, upon request of Unifix, complete and update as required a credit application on a form prepared by Unifix, and all customers agree to adhere to the terms and conditions stated in such application. The Company reserves the right to reject any order if at any time Unifix deems the financial responsibility or condition of the customer placing any order to be unsatisfactory.

### 4. PRODUCT AVAILABILITY

Unifix products fall into two categories:

1. Standard Products
2. Non-Standard Products

**Standard Products** are (A) “On Hand” or (B) “Special Order.” Standard Products are listed in the price pages and product literature. Availability of “Special Order” Products varies from plant to plant. Consult your Unifix Sales Representative or Customer Service Representative for lead time, quantities, availability, and pricing.

A **Non-Standard Product** is any item that varies from the specification set forth in our product literature or price bulletin. Requests for Non-Standard Products must be made through the Unifix Representative or Customer Service Center to obtain necessary approval, which will be subject to the following conditions:

1. Any change in the Non-Standard Product request automatically cancels the request and a new request must be submitted.
2. Orders for Non-Standard Products must be entered within 30 days after approval. Shipment must be completed within 30 days after date of manufacture.
3. **The order is non-cancelable.**

4. As a condition of manufacturing a non-standard product, Unifix reserves the right to ship, and the customer must agree to accept, an over-run not to exceed 5% of the final order.

## **5. UNITIZING**

Unifix has developed standard unitized packaging for most products. This packaging can vary by plant. These units permit us to standardize loading practices and optimize facilities, as well as meet loading requirements of carriers responsible for delivery of material. Deviations from standard unitizing requested by the customer must be minimized because of the additional expense that is incurred at the plant.

## **6. REVISIONS/CANCELLATIONS**

The Customer Service Center must handle revisions or cancellations of standard product orders. Notification must be received, prior to any actual loading, otherwise, the customer will be held responsible for payment.

## **7. RECONSIGNMENT**

Charges for reconsignment, diversion, driver assist unloading, detention, or demurrage assessed by the carrier in accordance with provisions of the carrier tariff will be charged to the customer when such instances are at "customer's request." Customer cannot reconsign shipments without prior approval by Unifix.

## **8. METHOD OF SHIPMENT**

1. Truckload – An order for one or more truckloads, in increments of full truckloads, of products shipped from a single plant.
2. Carload – An order for one or more rail cars, in increments of full carloads, shipped from a single plant.
3. Less than a truckload – An order for less than a truckload (LTL) of Products shipped from a single plant. Minimum release quantities are shown on the applicable price bulletin.
4. Customer pick-up.
5. Container

In all cases, Unifix reserves the right of choice of carrier and routing. Additional costs incurred using a customer-specified carrier or routing will be charged to the customer.

## **9. FREIGHT**

Unless otherwise stated herein or approved by Unifix in advance, the delivery terms shall be (i) for all shipments within Canada, CPT (Incoterms 2010) customer's destination (provided, that Unifix pays freight for full truckloads only), and (ii) for all international shipments, FCA (Incoterms 2010) Unifix's Bromont, Quebec plant, unless other delivery terms are expressly agreed upon in writing at time of order. Upon request, shipments may be made on a freight collect bill of lading. The Company reserves the right to prohibit customer pickups where and when it deems it appropriate. At plants where customer pick-ups are allowed, shipment may be picked up either with no freight allowance or picked up with a freight allowance determined in advance of shipments. On LTL shipments, all freight will be charged to the customer in addition to the invoice price for the products, unless prepaid freight minimums are met. On all shipments, the title and risk of loss or damage to the goods pass to the customer upon delivery by Unifix to the carrier.

## **10. MAXIMUM SHIPMENTS**

All truckload and carload shipments will be loaded to the maximum allowable capacity.

## **11. DELIVERY**

We will make every reasonable attempt to meet a customer's request for a specified delivery date; however, we cannot ensure a specified time of day for delivery. Unifix will not be responsible for any failure or delay of delivery or other performance due to fire, floods, windstorms, labor difficulties, plant or equipment breakdowns, riots or civil commotion's, explosions, war, or due to any other cause or causes beyond its control.

## **12. STOPOVER SHIPMENTS**

A stopover shipment is a full truckload or carload moving to a final destination with one or more stops in between. Stops must be on the most direct route from shipping plant to final destination. For distance restrictions, number of stops, and stopover charges, refer to specific product sales policy information.

## **13. RETURNS**

Requests to return products must be approved in advance by the applicable Unifix manufacturing plant. If the reason for the return is other than a timely claim under Unifix's Limited Warranty for the product, a 10% handling charge will be assessed (20% if the products are buy-for-resale), and the customer must pay all freight charges. Any return of products is also subject to inspection and acceptance at our plant. Any authorized credit adjustments will apply only if the product is returned in the same condition in which it was shipped. **NON-STANDARD PRODUCTS ARE NOT RETURNABLE.**

No credit will be given for unauthorized returns.

#### **14. SHORTAGE OR DAMAGE CLAIMS**

The customer should immediately report shortage or damage in transit to the carrier. For its own protection, the customer should obtain a notated delivery receipt stating the quantity of the product shorted or damaged on all copies of the delivery receipt **at the time of delivery**. The legible signature of the driver must appear on **all copies** of the delivery receipt. Unifix will continue to assist customers with their loss and damage claims; however, we need our customers' help and cooperation to protect those claim rights with the carriers. Detailed procedures are available through contact with your Unifix Sales Representative or Customer Service Representative.

When concealed damage is discovered later, and not made known to and acknowledged by the carrier at the time of delivery, the following conditions apply:

1. Customer must hold the product and all packaging material for the carrier's inspection.
2. The carrier must be notified and inspection requested within 15 working days from date of delivery. Failure to do so nullifies all claim rights.
3. If product is moved from point of delivery before carrier's inspection, claim rights are jeopardized.

UNDER NO CIRCUMSTANCES WILL A CLAIM BE ALLOWED IF A CUSTOMER DISPOSES OF PRODUCT WHICH HAS BEEN DAMAGED IN TRANSIT, CONCEALED OR OTHERWISE, WITHOUT THE CARRIER'S OR UNIFIX'S ADVANCE APPROVAL. BEFORE RETURNING ANY MATERIAL TO A PLANT, PLANT AUTHORIZATION MUST BE OBTAINED.

#### **15. QUALITY CLAIMS**

When any product quality complaint exists:

1. The customer must immediately notify the Unifix Sales Representative or Customer Service Representative. The customer is expected to safeguard the product prior to its inspection by Unifix.
2. Product claimed to be defective, off quality, or substandard must not be used or sold by the customer.
3. If needed, the Unifix Sales Representative will arrange for an on-site inspection, obtain the facts, and discuss the results with the customer.

#### **16. LIMITED WARRANTY AND REMEDIES**

Products manufactured and sold by Unifix are warranted by Unifix in accordance with the terms, conditions and limitations of Unifix's Limited Warranty for such products as in effect as of the date of shipment. Unless otherwise provided to the customer in writing, each applicable Limited Warranty for the products is located on Unifix's website at: <http://unifixinc.com/resources> and is incorporated by reference into these General Terms and Conditions of Sale.

To the extent the customer's specific application of the products purchased from Unifix is not addressed by one of the warranties located at <http://unifixinc.com/resources>, then Unifix warrants to its immediate purchaser that products manufactured and sold by Unifix will be free from defects in materials and workmanship at the time of shipment. **THE WARRANTIES SET FORTH IN THIS SECTION 16 ARE THE ONLY WARRANTIES APPLICABLE TO SUCH PRODUCTS, AND ARE IN LIEU OF AND EXCLUDE ALL OTHER EXPRESS ORAL OR WRITTEN WARRANTIES AND ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY REPRESENTATION OR WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE.** No person is authorized to give any additional warranties on Unifix's behalf or to assume for the customer any other liability, except in a writing signed by an authorized officer of the Company.

Unifix will not be liable for any incidental, indirect or consequential losses, damages, or expenses. The customer's exclusive remedy for any type of claim or action for defective products will be limited to the replacement of the products (in the form originally shipped) or, at Unifix's option, to a payment or credit not greater than the original purchase price of the products.

Unifix will not be liable for products claimed to be defective where the defect resulted from causes not within Unifix's control, or which arose or occurred after shipment, including but not limited to accidents, misuse, mishandling, improper installation, contamination or adulteration by other materials or goods, or abnormal conditions of temperature, moisture, dirt, or corrosive matter.

Any claim that products sold by Unifix were defective or otherwise did not conform to the contract of sale is waived unless the customer submits it in writing to Unifix within thirty (30) days from the date the customer discovered or should have discovered the defect or non-conformance. No legal action or proceeding complaining of goods sold by Unifix may be brought by the customer more than one year after the date the customer discovered or should have discovered the defect or problem of which it complains.

#### **17. TECHNICAL ASSISTANCE**

Safety Data Sheets (SDS) are prepared in accordance with applicable legal requirements. SDS are available and disseminated via the Unifix Home Page [www.unifixinc.com](http://www.unifixinc.com), our sales force, manufacturing facilities, research center, and national headquarters. In addition, SDS are circulated via bulk mail periodically to our entire customer base. For assistance in obtaining SDS and technical data for the most effective use of Unifix's products, customers are encouraged to contact 1-800-NATIONAL. Customers may also contact Technical Manager, Unifix, 35 Unifix Street, Bromont, QC Canada J2L 1N5, Phone: 450-534-0955.

## 18. MISCELLANEOUS

These General Terms and Conditions of Sale, unless otherwise expressly agreed in writing between Unifix and the customer, apply to every sale by Unifix and are included in each acceptance by Unifix of any customer's offer to purchase. If a customer offers to purchase products from Unifix by use of its own purchase order or similar form, any terms proposed anywhere therein which add to, vary from, or conflict with these General Terms and Conditions of Sale are objected to by Unifix and expressly rejected, and shall not be a part of the resulting Contract of Sale unless the proposed terms are accepted and approved in a written document referring specifically to such terms and signed by Unifix.

These General Terms and Conditions of Sale and all purchases and sales hereunder will be governed by the laws of the Province of Quebec and the laws of Canada applicable therein. **The United Nations Convention on Contracts for the International Sale of Goods shall not apply.** All shipping and delivery terms specified herein will have the definitions set forth in the Incoterms 2010 published by the International Chamber of Commerce.

The customer will comply with all applicable laws affecting the purchase and use of the products purchased from Unifix, including, without limitation, any applicable export laws, including without limitation the U.S. Export Administration Regulations.

Unifix reserves the right to change any provision of these General Terms and Conditions of Sale at any time, without prior notice.

These General Terms and Conditions of Sale do not create a distribution relationship or contract, exclusive or otherwise, nor will such a relationship or contract be inferred from any course of dealing between Unifix and any of its customers who purchase products under these General Terms and Conditions of Sale. Unifix and any customer who purchases products from it are each free without penalty to cease doing business with the other at any time, for any reason whatsoever and without notice, unless otherwise provided in a separate, written contract signed by an officer of Unifix and of the particular customer.

Unifix is an Equal Opportunity Employer, M/F/H.