

PRICES

Prices are subject to change without notice. Not included in the list prices are special packaging, freight, unloading, unpacking and installation. Possession of this price list does not constitute an offer to sell. Only orders received from authorized Tayco dealers will be processed.

PAYMENT

Terms of payment are net 30 days from date of invoice, upon credit approval. All payments should be remitted to:

400 Norris Glen Road, Toronto, Ontario, Canada M9C 1H5

ORDER PLACEMENT AND CONFIRMATION

Tayco requires that all orders be in writing and accompanied by an Order Cover Sheet to avoid errors. When placing orders, please refer to products by their product code and Tayco quotation number, if applicable. Specify all applicable finishes and clearly indicate the total net value of the order on the Purchase Order. Also note the "ship to" address if it is different from the "bill to" address.

All orders should be faxed or emailed to: (416) 252-4467, purchaseorders@tayco.com

ORDER ACKNOWLEDGEMENT

Upon receiving a Purchase Order, Tayco will fax an Order Acknowledgement indicating the shipping schedule and a description of the goods ordered. It is the responsibility of the Purchaser to verify the Order Acknowledgement for accuracy.

ORDER CHANGES

All changes to a Purchase Order must be made in writing and are subject to approval by Tayco. Please note: changes may affect the lead-time and may be subject to additional charges. Once production has begun, no changes will be accepted.

ORDER CANCELLATION

All cancellations must be made in writing and are subject to approval by Tayco. Orders in production will incur a minimum charge of 50% (of net) for cancellation. Once production has begun, cancellations will not be accepted.

SPECIFICATIONS

Detailed specifications are available upon request. Tayco reserves the right to make changes in materials, dimensions, style or specifications if the changes will improve an item's quality or appearance.

STORAGE

In the event that the Purchaser requests postponement of delivery beyond the acknowledged shipping date (after the goods have become a "work in progress", or at a time when Tayco is about to make shipment), the Purchaser must exercise one of two options:

> Immediately transfer the goods to a storage facility of the Purchaser's choice at the risk and expense of the Purchaser. Such transfer to storage shall be deemed as delivery to the Purchaser for all purposes, including invoicing and payment.

> Store the product at Tayco for up to 30 days. Storage fees will be incurred five days after the order is ready for shipment. The storage rate is \$25 per day up to a maximum of \$10,000 net, for orders greater than \$10,000 net, the storage rate will be \$50 per day. On the 31st day after manufacturing completion, the order must be shipped or the Purchaser must make arrangements for the storage of goods.

All goods are payable from the date Tayco has finished manufacturing.

ORDER DELAYS

Tayco's Order Acknowledgement will state a shipping date, which is Tayco's best estimate at the time the order is acknowledged. However, Tayco shall not incur any obligation or liability to the Purchaser for failure to ship by the specified date unless Tayco has agreed to an unequivocal, firm shipping date in a separately signed written document, executed by authorized personnel at Head Office. Tayco holds no liability for any failure to deliver or any delay in delivering or performing any obligation due to any cause outside the reasonable control of Tayco, including but not limited to, fire, flood, bad weather, war, terrorism, civil disturbance, riot, act of government, government regulation, governmental restriction on export or import, currency restriction, labor dispute, strike, plant shutdown, unavailability of materials, equipment failure or failure of supplier, carrier or subcontractor to deliver on time or otherwise perform.

BACK CHARGES

Tayco will not accept charges for expenses incurred by the Purchaser in expediting shipments, for the repair of damage caused by others or for delay of any shipment. Deductions from invoice payments are not permitted unless authorized in writing by Tayco.

FREIGHT TERMS

All goods are sold F.O.B. Tayco, Toronto, Canada, unless otherwise stipulated by Tayco.

All shipments are LTL (less than truckload) dock-to-dealer dock, Monday through Friday, 8 a.m. to 5 p.m.

The following services may be arranged for an extra charge and must be noted on the Purchase Order: delivery after hours, holidays or weekends, residential or inside delivery, delivery to government buildings or schools, use of special equipment, delivery to an end user, delivery by appointment or within specific time requirements.

Tayco will provide customers with an anticipated date of delivery. Every effort is made to adhere to the prescribed delivery date; however, neither Tayco nor the carrier will guarantee or be held responsible in any manner for delays or deviation from the planned delivery date.

Drivers are not responsible or permitted to assist in the off-load of product.

Tayco is not responsible for any costs incurred for late deliveries, including labor or other charges resulting from unforeseen delays.

Dealer may incur additional carrier Accessorial charges for:

- No loading dock
- Detention charges
- Street unload
- Lift gate required
- Redirect of product
- Refusal of product
- Can not accommodate certain size of trucks
- Storage

Unloading Time

LTL Shipments (Less then Truckload)

Freight companies allow 30 minutes to unload. After such time there will be an additional cost of \$75.00 for every hour or part thereof while the truck is on site. The dealer/customer will be billed for any extra time. Any charges arising from re-routing while in transit or carrier storage charges will be responsibility of the dealer/customer.

TL Shipments (Truckload)

Freight companies allow 2 hours to unload. After such time there will be an additional cost of \$75.00 for every hour or part thereof while the truck is on site. The dealer/customer will be billed for any extra time.

Tayco will gladly accept requests for delivery times and drop shipments to job sites for truckload shipments. Tayco is not responsible for any costs incurred for late deliveries, including labor or other charges resulting from unforeseen delays. Carriers typically allow for a 2-4 hour delivery window, even when a set delivery time is requested and paid for. The carrier is only liable for that additional charge and not for labor or damages.

FREIGHT CLAIMS

Tayco is not responsible for damage that occurs in transit or in storage. The carrier signs for all goods received in good order from Tayco. It is the Purchaser's responsibility to examine goods upon receipt and file any claims with Tayco.

Tayco will file freight claims for loss or damage if the following policy is followed. The following requirements must be met by the consignee in accordance with freight laws and carrier policies:

- All damages, shortages or lost freight must be reported in writing to Tayco within 72 hours of receipt. Obvious damages and shortages must be noted on the bill of lading prior to signing for the delivery (i.e. dented cartons, missing pieces, scratched surfaces). Failure by the Purchaser to make any claim against Tayco within 72 hours shall constitute acceptance of the goods and waive the right to claim any apparent defects, errors or shortages.
- A detailed list of missing or damaged pieces is required in order to assess the value of the claim. Upon receipt of this information, Tayco will contact the carrier and request an inspection or waiver thereof.
- In the case of concealed damage, Tayco must be informed in writing within 72 hours of receipt of product. All damaged product and packaging must be preserved as received pending an inspection or waiver of inspection by the carrier. All product that has a claim pending against it must be available for carriers to salvage once the claim is paid.
- Digital photos should be taken of any suspected freight damage and forwarded to Tayco.

Failure to adhere to these policies and procedures will result in claim responsibility shifting from Tayco to the consignee.

TERMINATION

If at any time Tayco is reasonably led to believe that its interests are imperiled, Tayco may, without prejudice, terminate any order immediately or may defer shipment until the situation is remedied to Tayco's satisfaction. Reasons for order termination include, but are not limited to, the following: default in payment of any sum due to Tayco, breach of any of the terms and conditions of an order or other contract with Tayco, a material change in ownership or form of the purchasing organization or if at any time the Purchaser's financial condition becomes unsatisfactory to Tayco.



TERMS AND CONDITIONS

RETURN MERCHANDISE

It is not Tayco's policy to accept returned product. In extenuating circumstances the return of product may be approved by Tayco. The Purchaser must request a Return Authorization Form from Tayco. All such returns must be shipped freight prepaid including duty and brokerage fees unless otherwise indicated by Tayco. Standard items are subject to a minimum restocking charge of 50% of the net value of the returned items. COD (cash on delivery) returns will not be accepted.

REPAIRS

Liability for the repair of items will be limited to repair or replacement. Tayco will not issue credit allowances for any repairs without Tayco's prior written consent.

REPLACEMENT PARTS

Replacement parts will be processed as a priority. Please consult with Customer Service for prices and include product codes and descriptions with your Purchase Order.