

TERMS AND CONDITIONS

QUOTATION SERVICES

Tayco Quotations are valid for 60 day from the date completed. Specified pricing will be valid to the Purchaser if a Purchase Order is placed within the 60 days window. Once the quotation has expired, Tayco is no longer obligated to honour the pricing stipulated on the Quotation or continue to offer the product specified.

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.

ORDER PLACEMENT AND CONFIRMATION

Tayco requires that all orders be in writing and accompanied by a completed Order Cover Sheet to avoid errors. When placing orders, reference the Tayco Quote number or specify the Tayco part code on your Purchase Order. Specify all applicable finishes on the Order Cover Sheet and clearly indicate the total net value of the order on the Purchase Order. The "Ship to" address and site contact phone number are required. All orders should be emailed to purchaseorders@tayco.com

Purchase orders and Order Cover sheets with incomplete information may result in delays in receipt of Order Acknowledgements and forfeiture of the original requested ship or pick up date.

ORDER ACKNOWLEDGEMENT

Once a Purchase Order has been processed Tayco will email 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. As all Tayco products are manufactured custom for each order, we strongly recommend you review your Order Acknowledgement. Tayco will not accept responsibility for errors in interpretation of your order unless notification has been received by purchaseorder@tayco.com within 48hours of receipt of the Order Acknowledgement.

ORDER CHANGES

All change requests to a Purchase Order must be sent to <u>purchaseorders@tayco.com</u> and are subject to approval by Tayco. Please note: changes may affect the lead-time and may be subject to additional charges. No changes will be accepted after 15 business days before the shipping date. Quick Ship orders cannot be changed after the order is placed.

ORDER CANCELLATION

All cancellations requests must be sent to purchaseorders@tayco.com; Subject to approval by Tayco, a minimum charge of 50% (of net) for cancellation maybe applicable. Once production has begun, cancellations will not be accepted.

STORAGE FEES

Order Postponement

Storage fees are applicable if there is a request to postpone ship date or pick up date of an order beyond the acknowledged ship date or pick up date.

All goods are payable from the date Tayco has finished manufacturing. Pick-up orders have a three day grace period before storage fee charge(s) begins.

Charge Category	Charge
Storage Fee*	\$15/day per skid

Handling of Non-Tayco

If a ship-with request for non-Tayco product to accompany an order for Tayco product is approved the following fees will be applicable:

Charge Category	Charge
In-Fee (applicable to product on pallets)	\$10/pallet
Out-Fee (applicable to product on pallets)	\$10/pallet
De-stuffing/Hand-Bomb of Material of loose products (less than 25 items)	\$50 per occurrence
De-stuffing/Hand-Bomb of Material of loose product (more than 25 items)	\$250 per occurrence
Repack Fee	\$50 per skid
Resource and Handling Fees	\$75/hour (\$50 minimum if under one hour)

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INSTALLATION

In order for Tayco to properly schedule an installation date, the purchase order must be accompanied by a completed Installation Check List. Incomplete forms may result in a delay in scheduling of the installation; for which Tayco cannot be held liable for any additional costs incurred by the Purchaser.

Installation quotes are valid for 60 days from the date issued. If for any reason(s) the site conditions do not match the information indicated on the on installation check list and if additional costs are incurred, Tayco will pass this onto the Purchaser.

ORDER DELAYS

Tayco strives to complete the order per the acknowledged ship date or pick up date. In the event of unforeseen circumstances leading to a delay, Tayco will contact the Customer.

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- dock, Monday through Friday, 8 a.m. to 4 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 by specific date and/or time

Tayco can provide Customers with an estimated date of delivery if requested. 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 of delays. Drivers are not responsible or permitted to assist in the off-loading of product.

Dealer may incur additional carrier charges for:

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

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. All additional charges incurred will be passed back to the Purchaser.

FTL Shipments (Full 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.

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FREIGHT CLAIMS

Tayco is not responsible for damage that occurs in transit once the Consignee has signed for all goods received in good order. Tayco will not accept responsibility for any damage that occurs in storage at the Consignee's facility. 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.

All damages, shortages or lost freight must be reported to Tayco using the claims form within 72 hours of receipt. Obvious damages and shortages must be noted on the Bill of Lading and submitted with the claim. All damaged product and packaging must be preserved as received pending an inspection or waiver of inspection by the carrier.

It is required that digital photos are taken to support the freight claim damage and must be submitted with the claim. Lack of information of evidence to support the claim may result in a denial.

If the Purchaser does not submit a claim form within 72 hours, this will constitute as acceptance of the goods and waive the right to claim any apparent defects, errors or shortages.

TERMINATION

Tayco has the right to terminate an order when:

- There has been non-payment on outstanding balances
- The interests of both parties are not aligned

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

RETURN MERCHANDISE

All returns must be pre-approved by Tayco via the Return Authorization Form. The Purchaser is responsible for all costs related to the return of the product to Tayco.

Returns are subject to a 50% re-stocking fee of the net value of the returned item(s).

Once the returned goods have been received, inspected and determined to be in satisfactory condition. Tayco will issue a credit if applicable.

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.

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