

Please sign and return with Purchase Order Reference:

TERMS AND CONDITIONS OF SALE

Conditions of Sale: Any taxes or government fees, levies or charges, levied by any municipal, provincial, federal authority presently or in the future, if applicable, are extra and not included in the price. Unless otherwise specified by Simplex Ceilings, terms of payment are on delivery of invoice. Interest will be charged after 30 days. Purchase Orders must be made out to Simplex Ceilings. Payment to Simplex Ceilings is not conditional upon the receipt of payment by the undersigned Purchaser of any payment from any third party to the present agreement. Simplex Ceilings will process orders **only** upon receipt of a Purchase Order with products, prices & quantities described. In the event that the undersigned purchaser fails to clearly indicate products, prices and quantities in the Purchase Order, the description of products, prices and quantities referred to in the attached quotation will constitute the goods and/or services to be furnished in virtue of the Purchaser's Order. It will not be the responsibility of Simplex Ceilings if the quantities requested by the purchaser are not adequate. To avoid re-ordering extra material at a higher cost due to new set-up charges, up to 5% extra material normally produced during production process will be shipped and charged to customer.

Changes: Any modification desired to quantities, items or specifications by the Purchaser may be subject to additional cost to the Purchaser. A written estimate will be provided to you, which must be approved in writing prior to our undertaking to make these changes. Changes made to an order in house shall be subject to a charge that will vary according to the stage of production. Canceled orders for standard products are subject to a 35% restocking fee. Canceled orders for non-standard products will be invoiced for all costs incurred up to the date of cancellation.

Shipping & Freight: All orders are FOB Montreal, Quebec, Canada. Simplex Ceilings will prepay freight. Any special instructions (i.e. airfreight, dedicated truck, etc.) must be submitted to us in writing at least 10 days prior to shipment or clearly stated on the Purchase Order. Any extra costs will be born by the customer. Although great care is taken in packaging, circumstances beyond our control may lead to goods being damaged or misplaced in transit. In the event of such occurrence it is the customer's responsibility to contact the carrier. Orders are shipped complete. The customer, however, may request partial shipments (such as early release of suspension). Should multiple shipments be desired, the customer must clearly request so in writing, and shall be responsible for all additional freight and shipping charges.

Return of Material: Material cannot be returned for credit without our prior written approval. Returns may be subject to restocking or replacement charges. Charges will be determined by type of product being returned and the reasons for the return.

Material & Finishes: Finishes may vary slightly in shade from batch to batch as well as over time. This is especially true for anodized and lacquer mill finishes. Such variations are normal and inherent in the finish. Simplex Ceilings bears no responsibility for shade variations, and the purchaser acknowledges its satisfaction therewith.

Delivery: Delivery lead-time is as shown on our proposal and will start from our receipt, acknowledgement and acceptance of Purchase Order, credit approval and clearance of all technical details. Any differences between Purchase Order and our proposal or changes to orders already received will be subject to the conditions of sale detailed above and may delay shipment.

Warranty: We shall repair or replace any part or parts, which prove to be defective in either material or workmanship, under normal use during the period of one (1) year after date of shipment. Our liability is restricted to the replacement or repairs of defective parts alone and does not include any installation, labor or expense for loss of use, or equipment, or any other incidental or consequential damages of any nature. This constitutes the only warranty of the Company and no other warranty or conditions, statutory or otherwise, shall be implied, unless provided by us in writing by an authorized manager of Simplex Ceilings. It is understood that Simplex Ceilings will be immediately advised in writing, before installation of material, of any problems related to their products.

Tax: Any tax or governmental charge which may be imposed by federal, state or local authorities by reason of the production, sale, shipment, use, storage or consumption of products named herein. Such taxes or charges shall be paid by the customer directly to the proper authorities.

The sale is under a suspensive condition with respect to ownership and that ownership shall remain with Simplex Ceilings until such time as payment is received. Receipt of payment by way of check shall not take place until 10 days after deposit

Purchaser: _____ **Acknowledged by:** _____ **Title:** _____

Date: _____ **Please type or print company name:** _____