

CONDITIONS OF SALE

C3 planters is a division of CODE Electric Products Ltd. As such, all PO's and payments should be made out to CODE Electric Products Ltd.
Specialty Orders, Custom Orders, Delivery:



All shipping dates are based on the estimated amount of time required to process the order commencing with the date the order is taken, pending point 4 below. Should it be necessary to revise the specifications or conditions of sale for any reason whatsoever outside of the control of C3 Planters, the purchaser will acknowledge that the shipping date shall be extended by a period needed to achieve the said changes.

At no time shall the purchaser hold C3 Planters responsible for any delay of damages incurred due to acts of God, priorities, orders, or restrictions imposed by Government, delays in transport, delays from our suppliers or delays due to labor and all delays beyond the control of C3 Planters.

1. Every order for special material requires an approval drawing. The approval drawing is to be designed by C3 Planters for production and based on C3 Planters interpretation and tolerance levels.
2. This C3 Planters drawing is to be verified and **signed** by the customer or distributor for production purposes.
3. Please note that all revisions require a new approval. The new drawing must also be signed by the customer or distributor and the revisions must be kept on file by the customer or distributor.
4. No manufacturing will commence unless the customer or distributor have signed the C3 Planter drawing number(s) and latest revision.
5. All purchase orders must clearly indicate the latest revision drawing number.

Warranty: C3 Planters products carry a 5-year limited warranty on build/structure and a 1-year limited warranty on powder coat finishes. This limited warranty applies to defects that arise during normal use of the product and does not apply to damage due to shipping, accident, alteration, misuse or unintended use tampering, negligence, abuse or normal wear and tear. Any other warranty is hereby expressly excluded and disclaimed by C3 Planters. No agent or employee representative of C3 Planters has the authority to offer any warranty other than specifically provided herein. C3 Planters will not be responsible for any direct damages sustained to the customer, its employees or others in the handling, storage, use, quality, or condition of the product unless such damages are shown to be directly caused by negligence or omission by us. C3 Planters will not be responsible for indirect or consequential damages however occurring. Customer assumes full responsibility for parts, components or hardware supplied by the customer or specified by the customer and supplied by C3 Planters at the customer's request. Levellers, glides, or caster performance will vary depending on type and overall levelness of flooring and we assume no responsibility for the performance of such. It is the responsibility of the customer to ensure any products

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purchased are suitable for the intended use. C3 Planters reserves the right to repair and or replace product in cases where warranty claims are approved.

At no time, and under no circumstances will a credit be issued for unauthorized rework on any materials, and all changes associated with a return for defective products deemed non-defective shall be charged to the purchaser. C3 Planters shall not be liable for damages to goods or property of persons due to improper installation or if the materials purchased are subject to conditions which exceed design capabilities.

Prices: All prices quoted are list prices (except where noted) F.O.B. factory, Port Coquitlam, British Columbia, Canada. Illustrations, specifications, and prices are based on the latest information at time of publication. The right is reserved to make changes, without prior notice to prices, finishes, material, specifications, and models, and to discontinue models and finishes.

Manufacturing: C3 Planters reserves the right to make changes in design that in our opinion improves the general construction of our products. If an order is to match a previous shipment, it must be clearly stated on the order and a sample or approved drawing must be supplied to the factory.

Terms: All orders are subject to acceptance by C3 Planters. Payment terms are credit card, cheque, or bank transfer. All orders less than \$4000 are to be paid in full. A 50% deposit is required on orders greater than \$4000 before fabrication will be started. The balance is due when the planters are ready to ship. It is the policy of C3 Planters to not allow any C.O.D. shipments. Orders will be held on delinquent accounts.

Quotations: Written quotations from our factory or representative are valid for 10 days after date on quotation form.

Cancellation & Changes: Cancellations or changes will not be accepted once a purchase order has been received. Cancellations of all orders cannot be processed once the job has been initialized and are subject to a charge of 100%.

Delivery: a tentative delivery schedule will be established based on the shop load at the time the order is received. C3 Planters will do everything possible to meet your delivery needs, but do not accept responsibility for late charges, penalty clauses, or special shipping charges incurred by failure to deliver on schedule. Please confirm all lead times for an expected delivery date, as it may be different from your requested ship date. We will make

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every attempt to ship orders complete, however, we reserve the right to make partial shipments, as merchandise is available.

Will call: customers will be notified when pick-up orders are ready. Orders will be deemed to have been received by the customer on day of notification and as such will be invoiced on that day, with the payment due as per terms of account. Orders not picked up within 15 days of notification will be subject to storage and handling charges.

Freight Claims & Damages: All shipments are FOB our factory and C3 Planters assumes no responsibility for any damage or loss in transit. Our responsibility for transit damages or loss ceases when the carrier signs the bill of lading as having received the merchandise in good condition. It is the consignee's legal responsibility to examine all merchandise. Before signing a delivery receipt, make certain that all goods are inspected upon delivery for visible and concealed damage. If concealed damage has occurred, save the packing and contact the carrier immediately for inspection. Claims for damages must be filed with the delivery carrier and payment for the goods may not be withheld pending settlement of the carrier damages claims. All our merchandise is thoroughly inspected before it leaves the factory; therefore, it is the buyer's sole responsibility of seeking recourse against the carrier for damages claims.

Title & Repossession: Title of merchandise does not transfer to the customer until invoice is paid in full. In case of default of payment, C3 Planters may repossess merchandise without notice and the customer may be reasonably charged for the use of the merchandise and for any costs incurred in repossession, freight, restocking or resale.

Storage of Goods: if a customer requests postponement of delivery when C3 Planters is ready to make a shipment, C3 Planters reserves the right to transfer the goods to storage at the customers risk and expense. Such transfers will be deemed delivery to the customer for all purposes including invoicing and payment.

Routing: All our goods are sold F.O.B. our factory, with handling in transit at our customer's risk. We will adhere to any routing requested by the customer whenever possible but reserve the right to make changes that we feel are necessary. **NO CHARGE-BACKS FOR USING AN ALTERNATIVE CARRIER WILL BE ACCEPTED UNDER ANY CIRCUMSTANCES.** When redelivery of merchandise is required because the customer is not ready to accept merchandise and no notification of this fact is given to the factory at least two weeks prior to the scheduled ship date, the actual cost for freight, storage and redelivery charges will be the sole responsibility of the customer. Any prepaid freight charges will be the sole responsibility of the CUSTOMER.

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Returns: Returns will not be permitted without prior written authorization in the form of an RMA from C3 Planters. Customer service personnel will provide the necessary return authorization information and approval terms. Returns that are unauthorized and not accompanied by the required documentation will be refused. The decision to allow product to be returned is solely at the discretion of C3 Planters. All returns are to be prepaid and must be pre-authorized. Custom, modified or specialty products are non-refundable.

Packaging: Packaging costs are included in the list price. Large orders are packed on skids with appropriate foam and cardboard packing supplies to protect them during shipping. All efforts are made to consolidate and nest products to save on shipping costs.

Maintenance: Proper care and cleaning can extend the life of your product. To maintain finish, clean regularly with a soft damp cloth and when necessary diluted mild detergent. Users are responsible to make periodic inspections to look for damage, loose screws, nuts and bolts and structural fatigue. Any product found to be damaged should be immediately repaired or taken out of service.

Powder Coast: Powder coat is a super durable oven baked coating that comes in smooth, gloss, texture, or wrinkle finishes and an infinite number of colours We stock the following standard inventory colours:

- **Sterling** – Matte Silver Smooth Texture
- **Slate** – Matte Grey Fine Texture
- **Tuscan** – Matte Bronze Metallic Fine Texture
- **Mocha** – Matter Brown Fine Texture
- **Night** – Matte Black Fine Texture
- **Snow** – Gloss White Smooth Texture
- **Cloud** – Matte White Smooth Texture
- **Carbon** – Matte Charcoal Smooth Texture

Customer specified colours can be accommodated – costs associated vary depending on minimum order quantities and custom powder coat availability.

When specifying a specific non-stocked colour, contact the factory for availability, pricing, and lead times.

Penalty Clauses: No penalty clauses of any type or in any specification will be accepted, unless approved in writing by and officer of C3 Planters.