



Conditions Of Sale

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 Code Electric Products Ltd. (herein called Code) the purchaser will acknowledge that the shipping date shall be extended by a period of time needed to achieve the said changes.

At no time shall the purchaser hold Code responsible for any delay or 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 labour and all delays beyond the control of Code.

1. Every order for special material requires an approval drawing. The approval drawing is to be designed by Code for production, and based on Code's interpretation and tolerance levels.
2. All approval drawings are to be verified and **signed** by the customer or the distributor for production purposes.
3. Please note that all revisions require a new approval. This 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 Code drawing and stipulated the Code drawing number(s) and latest revision.
5. All purchase orders must clearly indicate the latest revision drawing number.

Warranty:

All products, other than EXM or manufactured by third parties, which have their own warranty terms in their respective instruction manual, are warranted to be free from defects in material and workmanship for a period of 1 year from date of shipment from the Code plant. In the event that a product is proven to be defective to Code and the third party manufacturer, such product shall be repaired or replaced at the option of the said companies. This repair or replacement shall constitute a fulfillment of all liabilities with respect to such goods. At no time, and under no circumstances will a credit be issued for unauthorized rework on any materials, and all charges associated with a return for defective products deemed non-defective shall be charged to the purchaser. Code 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.

Minimum Billing:

Minimum billing is **\$175.00** net of transport and taxes. If a purchase order under said amount must be placed, the customer must add a **\$50 surcharge** on the purchase order as a separate line item.

Quotation & Pricing:

Goods will be billed at the price effective at the time of order. Code reserves the right to cancel or adjust prices and delivery date.

Terms:

Net 30 days. Overdue accounts will be charged interest at the amount of 2% per month or portion thereof.

Order Cancellation:

Orders for standard products may be cancelled only with Code's written approval and subject to a re-stocking fee.

Returned Goods:

Only unused Code products in original condition and no more than one year old will be considered for return.

Upon approval and issue of an RMA (Return Merchandise Authorization) products may be returned for exchange for other products of equal value.

Products returned to Code without an RMA number will be refused and returned to the customer at the customer's expense.

All returns are to be prepaid and must be pre-authorized. Custom, modified or specialty products are non-returnable.

Penalty Clauses:

No penalty clauses of any type or in any specification will be accepted, unless approved in writing by an officer of Code Electric Products Ltd.

Consequential Damages:

Code shall not be liable for any consequential, contingent or incidental damages whatsoever.

Transport Policy:

1. Our products are always shipped **F.O.B. our plant**, Port Coquitlam, British Columbia regardless of freight payment terms.
2. F.O.B. "freight on board" denotes that title to the shipment passes to the purchaser at the instant that the carrier signs the bill of lading, thus confirming that the products are packaged properly. It is the responsibility of the purchaser to ensure that the shipment is received in good order, and to file a "Damaged in Transport Claim" with the carrier should there be damages. Code is not responsible for any liability arising thereof, and cannot be involved in any recovery process.
3. Code will not accept any return shipment due to Transport Damages unless authorized; (see item 4)
4. Should repair or replacement of goods be necessary due to transport damage, a new Purchase Order must be issued to Code. Code will authorize a return to our plant, with transport at the purchaser's expense. The purchaser is responsible for payment of both purchase orders.
5. Code offers prepaid shipments on standard items to major urban centers only, via carrier of choice by Code providing the order meets the prepaid minimum detailed below, NET pricing, taxes not included. Prepaid orders must be shipped to a distributor location only within British Columbia.
6. **Shipping Prepaid Minimums: British Columbia Only**
 - BC (excluding the lower mainland includes Chilliwack): **\$1,400.00 prepaid** minimum on standard product.
 - BC lower mainland (Vancouver to Abbotsford excludes Chilliwack): **\$900.00 prepaid** minimum on standard product.
 - *Exceptions: Single piece EXM enclosures weighing more than 250 lbs each are subject to a freight surcharge.
 - Additional shipping charges may be incurred when special equipment is requested, e.g.: flat beds, open sides, lift gates, Hiabs.