



**Barbican
Architectural
Products Ltd.**

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TERMS AND CONDITIONS OF SALE

For Products from Barbican Architectural Products Ltd.

March, 2012

1. ACKNOWLEDGEMENT BY BARBICAN CONSTITUTES ACCEPTANCE OF BUYER'S ORDER UNDER BARBICAN'S TERMS AND CONDITIONS AS STATED HEREIN

2. ORDERS

All orders are subject to acceptance or rejection by Barbican Architectural Products Ltd. at Fort Erie, ON, Canada. No order or contract shall be deemed accepted unless and until such acceptance is made in writing by an employee of Barbican. Specifically, start of work does not constitute purchase order (or contract or subcontract) acceptance by Barbican not withstanding any statement to this effect in buyers P. O. terms. **NOTE:** Barbican reserves the right to change any specification without notice.

3. PRICES

Prices, quotations, specifications, and other terms and all statements appearing in Barbican catalogs, prints and advertisements, and otherwise made by Barbican are subject to change without notice. Barbican reserves the right to make changes in design at any time without incurring any obligation to provide changes on units previously purchased, or to continue to supply obsolete items. The weight and dimensions shown in the sales literature are not guaranteed. Unless otherwise specifically provided in writing, the prices quoted are based upon manufacture of the quality and types originally specified and are subject to revisions when interruptions or engineering changes are caused or requested by the customer. We are not responsible for typographic errors made in any of our publications, or for stenographic or clerical errors made in preparation of our quotations. All such errors are subject to correction. All tools required to produce the materials covered by an order remain the property of Barbican.

4. TERMS OF PAYMENT

All invoices are due 30 days from invoice date. For orders which require a deposit, the deposit is due upon receipt of invoice. A service charge of 1-1/2% per month will be added to all balances not paid within 30 days of invoice date. Barbican may at any time, when in its opinion the financial condition of the customer warrants it, either limit or suspend credit. In cases where credit is not established satisfactorily, or financial information is not available, the terms are advance payment at the option of Barbican. Each shipment shall be considered a separate and independent transaction and payment therefore shall be made accordingly.

5. DELIVERY

The delivery date is our best estimate of the time material will be shipped from our factory and we assume no liability for loss, damage, or consequential damages due to delays.

6. SHIPMENTS

Unless otherwise specified on a valid quote, all freight is extra. Unless otherwise specified, all boxing and packing is for domestic shipments and is included in the quoted price. When special domestic or export packing is specified, involving greater expense than customarily supplied, a charge may be made to cover such extra expense. Reasonable care is exercised in packing our products for shipment and we assume no responsibility for delay, breakage, or damage after having made delivery in good order to the carrier. All claims for breakage and damage will be made to the carrier. Shipping weights listed in catalog or price sheets are projected gross shipping weights and although accuracy is intended. Barbican is not responsible for variances, typographical or clerical errors. Shipping data is not guaranteed and is subject to change without notice. All shipping weights will be determined at time of Shipment and will thus determine if freight is allowed.

7. CANCELLATIONS/DELAYS

When production or delivery schedules are delayed, reduced or cancelled at customer's request Barbican reserves the right to bill-back the customer for price differentials on parts shipped reflecting the actual price / quantity relations. Barbican will endeavor to divert cancelled products, materials, etc., to other current requirements. However, cancellation charges for material and other expenditures, which Barbican has incurred and which cannot be applied to other current production, will also be invoiced in the event of cancellation or rescheduling. The minimum cancellation charge is \$100.00.

8. WARRANTY

Barbican products are guaranteed to be free from defects of material and or workmanship under normal and proper use for a period of one year after the date of shipment. LED's supplied by Barbican are guaranteed to be from defects of material and or workmanship under normal and proper use for a period of three years from the date of shipment. We agree to correct defective products by repair or replacement at our option, all material and component parts. This warranty excludes all auxiliary equipment produced by others, such as lamps, ballast or transformers used in the manufacture of Barbican products. The Guarantee of such auxiliary equipment shall be limited to that provided by the supplier and shall constitute fulfillment of all obligations. Barbican assumes no responsibility for proper selection or installation of it's products.

9. LIMIT OF LIABILITY

Liability is expressly limited to the repair or replacement of such parts where, in Barbican's opinion, damage is caused by defect and not abuse, misuse, accident or neglect and is limited to such repair or replacement at the factory. All such material must be returned to Barbican, transportation charges to and from the factory will be borne by the purchaser. No claims for labor, performance, materials, or deductions from remittances will be authorized. Barbican is not responsible for damage to any associated instruments, equipment, or apparatus nor shall be held liable for loss of profits or other special or consequential damages. This warranty is automatically voided if any unauthorized repairs or alterations are made.

This warranty is expressly in lieu of all other warranties expressed or implied including the warranties of merchantability and fitness for use and all other obligations or liabilities on our part, and we neither assume, nor authorize any other person to assume for us, any other liability.

10. CUSTOM PRODUCT

All orders for custom built product are subject to **50% payment with order and the balance due 30 days net**, unless specified otherwise on a valid quote. Any exceptions to this policy must first be approved by Barbican. Custom equipment is not subject to cancellation without written permission from Barbican. If cancellation is contemplated purchaser must obtain written permission from Barbican prior to such cancellation. The company reserves the right to accept or reject any application for cancellation. If cancellation is approved, charges will be made based on the status of the job within the factory at the time the cancellation is received.

11. CLAIMS, RETURNED AND REJECTED MATERIAL

Claims for defective merchandise may be made direct to the factory or through the distributor within 14 days of delivery. A Return Goods Authorization (R.G.A.) is required for all returns. No product may be returned without written factory authorization (R.G.A.). Products returned due to project changes or customer preference are subject to a restocking fee and must be processed within 60 days of delivery. There is no obligation to accept returned merchandise at any time. After receiving factory authorization, material should be sent prepaid to the factory accompanied with a document stating as completely as possible the problem and the condition under which it occurred. Minimum restocking charge is 50% of invoice value to partially cover the cost of handling, unpacking, repacking and placing the product in saleable condition. Actual credit will be determined by the condition of the merchandise received at the factory.

12. TAXES

Federal excise, state or local taxes, if any, must be added to the prices so stated and will be shown as a separate item upon invoices and shall be borne by the customer.