

Westeck Windows Mfg. Inc
Chilliwack BC. Canada
Terms and Conditions of Sale

The purchaser agrees to the following terms and conditions:

1-ACCEPTANCE

All contracts, quotations and orders are not enforceable until accepted and authorized by management of Westeck Windows Mfg. Inc (hereinafter WW). Non-acceptance by management may be for credit reasons, or otherwise.

2-DELAYS

WW will not be responsible for any loss resulting from delays in supply.

3-PAYMENT

The purchaser will pay the total purchase price within 30 days of date of invoice (OAC). In default of payment the purchaser agrees to pay interest on the unpaid balance at the rate of 2% per month (26.82 per annum). WW reserves the right to exercise its Builders Lien rights to insure collectability of the account and all such other measures as agreed in the original contract and credit agreement. The customer also authorizes WW to withdraw funds from Visa or MasterCard, as supplied to WW on the original contract or credit agreement.

Custom orders and non- credit orders are payable as follows: 50% with placement of order, 50% prior to shipment of products (COS).

Service orders, full payment at time of ordering

4-SALES TAX

The purchaser will pay the appropriate adjustment should there be a change after the date of contract in the in the rate of federal or provincial sales tax.

5-DELIVERY

The purchaser will provide an authorized representative to accept and acknowledge delivery of the material. If this is not done previous practice will prevail. The purchaser agrees that shipping damage or shortages not noted at the time of delivery will be the responsibility of the purchaser. All orders FOB Chilliwack.

6-GENERAL

- a) The cost of cleaning the glass, metal, or related products in not included in the contract price.
- b) WW will not assume responsibility of damages from condensation or frosting of glass and aluminum products.
- c) WW will not assume responsibility for costs incurred for "closing in" or "temporary glazing" necessitated by delays as outlined in paragraph 2 above.
- d) WW will not assume responsibility for any repairs done, or materials supplied by 3rd parties unless previously authorized by management of WW.
- e) Any non-standard products or custom fabricated material ordered by the purchaser, which is not used for any reason, will not be accepted back for credit and will be charged to the purchaser at the contract price.
- f) WW assumes no responsibility for scratched glass.
- g) No goods may be returned without a return authorization form and number. Such number must be clearly visible on the exterior of crates.
- h) The customer agrees that s/he has read all applicable warranties and agrees that once this document(s) is signed the terms and conditions shall also be applicable on all future orders.
- i) WW does not provide installation instruction, specific site installation instructions must be obtained from a certified Engineer or envelope consultant
- j) Failure of code and/or performance compliance must be reported to WW within 6 working days of installations
- k) WW contract and/or agreement shall have priority over any customer purchase order
- l) As general and continuing security for the payment and performance of our obligation, the applicant(s) hereby grant(s) to Westeck Windows Mfg Inc. a security interest in all of our present and after acquired personal property.
- m) This agreement shall be deemed to have been made in the City of Chilliwack in the Province of British Columbia and all matters arising hereunder will be exclusively governed by and construed in accordance with the laws of the Province of British Columbia ,Canada applicable therein, and all disputes and claims arising out of or in connection with this Agreement or in respect of any defined legal relationship associated therewith or derived there from, whether for specific performance, injunction, declaration or otherwise howsoever both at law and in equity, shall be exclusively referred to the Provincial Court of British Columbia, Chilliwack Registry or the Supreme Court of British Colombia, Canada, Chilliwack Registry