

1. **PRICING**

All prices are in Canadian dollars. If USD currency is required, prevailing conversion rate will be offered for a specific validity period. Orders requiring USD currency received after the validity period has expired will be subject to conversion at the current rate of exchange on the date of order placement.

2. **TERMS OF SALE & SHIPPING POLICY**

(a) Terms of sale are F.O.B. CSL plant, Guelph, ON, Canada. Payment terms are Net 30 days from date of shipment on approved credit. A 1% per month charge may be added to any invoice not paid within terms. Prices exclude all taxes.

(b) If a customer order being shipped in 1 shipment reaches the minimum threshold of **CDN\$4,500** for Canadian destinations and **US\$6,500** for a USA destination, CSL will ship orders **FREIGHT PREPAID**.

(c) If shipment value is **less than CDN\$4,500** (Canadian destination) or **US\$6,500** (USA destination), then orders can be shipped either:

- ❶ **PREPAID & CHARGED** and CSL will add Freight charges to the customer invoice.
- ❷ or customer can arrange pick-up (collect shipment).

(d) For collect shipments, CSL will, at their discretion, utilize the most direct freight service to any given area. A specific carrier can be requested in writing to CSL when such freight charges will be paid by the customer. Customer requests will be honoured on the condition that the requested freight line has pick-up service in Guelph, ON Canada.

3. **STANDARD PACKAGING UNITS:**

CSL Silicones Inc.'s standard packaging units are:
80 mil tube, 300 ml cartridge, 1 gallon can, 5 gallon pail, 50 gallon drum.

4. **LEAD TIME FOR ORDERS:**

If product ordered is a Stock item, goods can be shipped within five (5) working days. If product is a Non-Stock item, goods will be shipped out of CSL's facilities within three (3) weeks.

5. **COLOUR MATCH CHARGE**

Any NEW colour-match request will be subject to an upfront, one-time charge of CDN\$400 per colour. There will be no minimum order quantity required. Customers will have the option to choose a similar colour from CSL's colour library at no extra charge.

7. **CREDIT POLICY**

Customer's request for Open Terms of Payment must be established prior to shipment by the completion and submission of a credit application to CSL. Initial rush orders will be processed with terms "Cash in Advance" or "Payment by Credit Card" until credit line has been established. CSL will review customer's credit line at a minimum of once a year, but CSL reserves the right to adjust such credit line at any time.

8. **GENERAL**

Prices, materials, specifications and Terms & Conditions are subject to change without notice. All orders are subject to acceptance by CSL Silicones Inc. and will be invoiced at prices in effect on the date of order placement. All sales are final. No changes are valid unless authorized in writing.

9. **DAMAGE AND SHORT SHIPMENT CLAIMS:**

Please check your orders carefully upon receipt. If there are any issues, please contact CSL Customer Service **immediately** or within a maximum period of 30 days from shipment,

Damaged Shipment: CSL packaging is approved for shipment by the carriers. If there is any damage or shortage as a result of shipping and handling when CSL arranges the freight, please notify Customer Service of the problem. Please note on the Bill of Lading at time of receipt or as soon as damage is found and provide that information to CSL. If freight arrangement is done by the customer, it is their responsibility to notify the transportation carrier and file a claim.

Shortages: Any shortage found after receipt of an unopened carton must be notified to CSL within 10 days of receipt.

10. **DEFECTIVE MERCHANDISE POLICY:**

Should merchandise be found to be defective, CSL Quality Assurance Department must be notified immediately. An investigation process will immediately be initiated. You will be notified of the results and any action to be taken.

11. **RETURNS:**

All returns must be authorized by CSL. Goods returned without a Return Authorization Number will be refused by CSL Receiving dept and customer will be responsible for all charges for the goods.

Returns (excluding products that do not conform to CSL specifications), are subject to a 20% restocking charge. Such returns require a Return Authorization number prior to return. No restocking returns will be accepted if it is beyond 180 days from date of shipment.

12. **COMPLETE ORDERS:**

Orders will be considered "complete" with quantity at $\pm 10\%$.

13. **MANUFACTURER'S LIMITED WARRANTY:**

CSL Silicones Inc. warranty is limited to the original purchaser of any product that it shall be free from any defects in material and workmanship for a period of 180 days from the date of shipment from CSL's facilities. CSL Silicones Inc. is responsible only for the CSL product and not liable for labour costs incurred in the repair of any product. Furthermore, CSL Silicone Inc. shall have no obligation for any defect, malfunction or failure that is caused by misuse, negligence or accident not attributable to CSL Silicones Inc. No consequential or incidental damages arising from the breach of this written warranty may be recovered from CSL Silicones Inc. There is no warranty that extends beyond this statement.