

Warranty and Conditions

Price

All prices shown are suggested retail prices and are subject to change without notice. Taxes are extra. These prices are guaranteed for 30 days from the date of quotation and are firm and final after acceptance of the order.

Terms

Unless otherwise agreed upon in writing, terms for all orders are: 50% deposit with purchase order, 40% upon delivery, balance at 10 days following installation if BRC was contracted for installation. In the event that BRC is not contracted for installation, the terms of sale are 50% deposit with purchase order, 50% upon delivery. 2% monthly interest (24% yearly) on past due invoices. All applicable taxes are extra. No orders will be shipped if invoices are past due. Delivery and installation are not included in the price unless otherwise noted in writing.

Orders

All orders are subject to acceptance by BRC. Any written order is considered final. Order confirmations are binding, and the information received is the customer's responsibility to verify and correct within 24 hours. Any subsequent change is subject to approval by BRC. BRC reserves the right to apply a handling charge of 25% for any order change. Any order placed by phone will require a written confirmation within 24 hours, or will not be processed.

Cancellation/Changes

- a) No order can be cancelled without the written consent of BRC. BRC reserves the right to charge the customer for that portion of the order which has been completed to date of cancellation, including a handling charge for disposal.
- b) No order can be changed without the written consent of BRC. All change requests must be received in writing by BRC either by email or fax.
- c) BRC reserves the right to apply a minimum handling fee of \$150.00 or 25% of the order value whichever is greater.
- d) all deposits received are non-refundable.

Storage

BRC reserves the right to assess storage charges on all items not accepted by the customer one week after the scheduled shipping date. The minimum charge is \$10.00 per skid per day. Note: The invoice for merchandise is dated and issued when the merchandise is ready for shipment.

Return of Goods

- a) Non-Catalogue and Customized Items are non - returnable.
- b) No merchandise may be returned without the written consent of BRC, the issuance of a return authorization number and specific instructions by BRC for shipment. If this procedure is not followed, the merchandise will not be accepted by the factory and will be returned to sender collect without notice.
- c) Claims for factory defects must be made within ten days of receipt of goods. Merchandise must be returned to the BRC factory within 15 days after receipt of the return authorization from BRC. These conditions will be strictly adhered to.
- d) Returns of items authorized by BRC are subject to a re-stocking charge of 25%, plus any repair costs deemed necessary. Items must be returned freight prepaid.

Shipping/Claims

- a) All freight prices quoted are based on dock to dock shipment F.O.B. Georgetown Ontario. Any pre-paid freight is based on established minimum order amounts. Where order minimums are not met, drop charges will apply. Any special delivery arrangements including, but not limited to site delivery, specific delivery time or date, use of tailgate, blanket wrap, inside delivery will require additional costs to be paid by the customer.
- b) Merchandise is carefully packed and thoroughly inspected before leaving the BRC warehouse. BRC will choose the carrier, unless otherwise indicated on customers order. Shipments will be handed over to the carrier in good condition and BRC liability ceases at this point. The carrier, upon acceptance of the shipment, assumes responsibility for its safe delivery. Claims for loss or damage sustained in transit must therefore be made upon the carrier as follows.
- c) Claims for damages or shortages must adhere to the following processes: i) All damages or shortages must be claimed from the carrier within 48 hours of receipt, ii) All damages or shortages must be noted directly on the original delivery slip, iii) Photos of shipping damage must be forwarded to the carrier and BRC to properly process the claim, iv) All packaging materials must be retained until a freight inspection has been made and authorized by the carrier. Caution: Failure to note damages or shortages on the delivery slip or to retain packaging will make claims impossible.
- d) Concealed loss or damage: i) Concealed loss or damage means loss or damage that does not become apparent until the merchandise has been unpacked. The carton contents may be damaged in transit due to rough handling even though the carton may not show external damage. The receiver of the merchandise must file for concealed damage with the carrier within 48 hours of receipt. ii) Photos of concealed damage must accompany the claim to the carrier, and must also be forwarded to BRC customer service to coordinate repair or replacement of goods. Failure to do so will make claims impossible.

- e) Visible loss or damage: Any external evidence of loss or damage must be noted on the freight bill or delivery receipt signed by the carrier's agent. Failure to adequately describe such external evidence of loss or damage may result in the carrier refusing to honor a damage claim. The form required to file such claim will be supplied by the carrier.
- f) If the order is shipped directly to your customer, any claims should be handled through you using the procedure described in d), e).
- g) No allowance is given for orders picked up at the factory.
- h) Customer carrier: When the client chooses a carrier, all charges remain the responsibility of the client. BRC assumes no responsibility for insurance, standby, loss, damage, waiting, unloading, packing, haulage, or any other charges whatsoever associated with this carrier.
- i) Backorders: Freight for all backorders will be the responsibility of the customer and will be billed at the time of the backorder shipment.
- j) Customers may be subject to any and all extra freight costs including but not limited to freight charges for missed pickups or deliveries, extended wait times or unloading times, unauthorized use of freight or handling equipment, etc.

Customer's Specifications

BRC actively solicits contract projects. Our advanced design and manufacturing capabilities facilitate custom project design with relative ease and extremely competitive prices.

Product Specifications

BRC reserves the right to modify product specifications, materials, design or accessories without notice. BRC also reserves the right to halt production of any product at any time. The products, accessories, materials and finishes as described in the price list will prevail over the content of brochures or folders. BRC assumes no responsibility for lot changes in paint, material color or finishes. Customers are encouraged to verify specifications with current publications and price lists available on the company website at: www.brccanada.com

Weight/Volumes

The weights and volumes shown on the price lists include packaging, are approximate, and are listed per item unskidded. Volumes will vary with skidded shipments.

Warrantees

BRC wall products including Stylwall carry a 2 year limited structural warranty. Wall product components and hardware including handles, hinges and locks carry a 1 year limited warranty. Modular office furniture products carry a 10 year limited structural warranty. Panel and table 8 wire electrical cabling carry a three year limited warranty. All moving user adjustable components carry a five year limited structural warranty. All other electrical or electronic elements of BRC furniture carry a one year limited warranty. The validity of these warranties starts at the date of purchase, and only if purchased directly from BRC or one of its authorized dealers. Only the warranty label, original purchase order or an original signed and dated bill of lading will be recognized as an official document as proof of purchase. These warranties are limited to replacing or repairing at BRC's option any defective products and only if the product has become defective through normal operating conditions. In order to process any warranty claim BRC requires photographs of the product shown in it's entirety and at least two photos detailing the specific nature of the deficiency or warranty claim. BRC may request that product(s) are returned prepaid to BRC where assessment or repairs can be affected. All transportation charges remain the responsibility of the customer unless agreed upon in writing prior to receipt by BRC. All returned goods must have a return authorization number (RA#). These limited warranties do not apply to damages caused by accident, abuse, or adverse climatic conditions where temperatures and humidity exceed normal office conditions. These limited warranties will not be honored if BRC products are misused or if installation instructions are not followed properly. Any attempt by personnel unauthorized by BRC to repair or modify a BRC product will render these limited warranties invalid. The responsibility of BRC is limited exclusively to the above mentioned remedy. In no way will BRC be held responsible for circumstantial damages consequent to the use of their products. In the case of products with finishes such as paints and vinyls where their manufacturers cannot warranty absolute color match, BRC declines all responsibility for any color variations, discrepancies, fading or color change for any reason or cause. BRC does not warrant the following: light bulbs or ballasts; grain match or colour variation, or products that must be replaced due to normal life cycle. Under no circumstances or event will BRC be liable in either tort or contract for any loss direct or indirect caused by special, incidental, consequential or exemplary damages caused by product or installation. BRC specifically declines any warranty or liability for customer own material (COM) or customer own design of products.

Allowance:

BRC makes no price allowance or discount for changes to reduction in door quantity or lineal footage of walls after receipt of signed drawings.

Union Conditions:

All installation rates are quoted as for non-union sites unless clearly communicated in writing to BRC at the time of quoting by BRC.

Hold To Measurements:

All work performed by other contractors to a wall job site after time of wall system order must be done under "hold to" conditions. BRC is not liable for any discrepancies or varying wall or floor measurements from those specified at the time of order.

Floor Levelling:

BRC will be responsible for the following variations from level or grade in slab soffits, ceilings, and beam soffits, measured before removal of supporting shores: 1/4" in any 10'-0" of length; 3/8" in any 20'-0" of length; and 3/4" maximum for entire length of structure. All other variations will be at the responsibility and cost of the customer.

Product Staging Area:

The Customer must provide a product staging area for all wall installations within the same floor of the installation. This area must be clearly identified in writing to BRC prior to commencement of installation. Additional charges will apply if a staging area is not provided.

Building Access:

Clear and uncluttered access must be provided for all elevators, loading docks, doors, aisles, job site areas, staging areas etc. Additional charges will apply if clear access is not provided and maintained as clear.

Loading Dock:

All sites must have truck level loading docks unless otherwise agreed upon in writing at the time of the installation or product quoting.

Service Elevator:

All sites must have regular hour, clear access, working service elevators for floor access. Any and all charges associated with floor lifting or non-elevator access will be at the expense of the Customer.

Critical Path Variations:

Any variations from the critical path timeline provided by BRC at the time of order will result in additional costs applied to the Customer.

Weekend and Overtime Work:

Extra charges will apply for all weekend or overtime work unless clearly agreed to in writing at the time of installation quoting.

Progressive Billing and Retainage:

BRC reserves the right to conduct progressive completion billing. For each progressive completion, inspection, punch list and subsequent remediation will be conducted upon which BRC will invoice for retainage amounts pro rata to the progressive completion.