

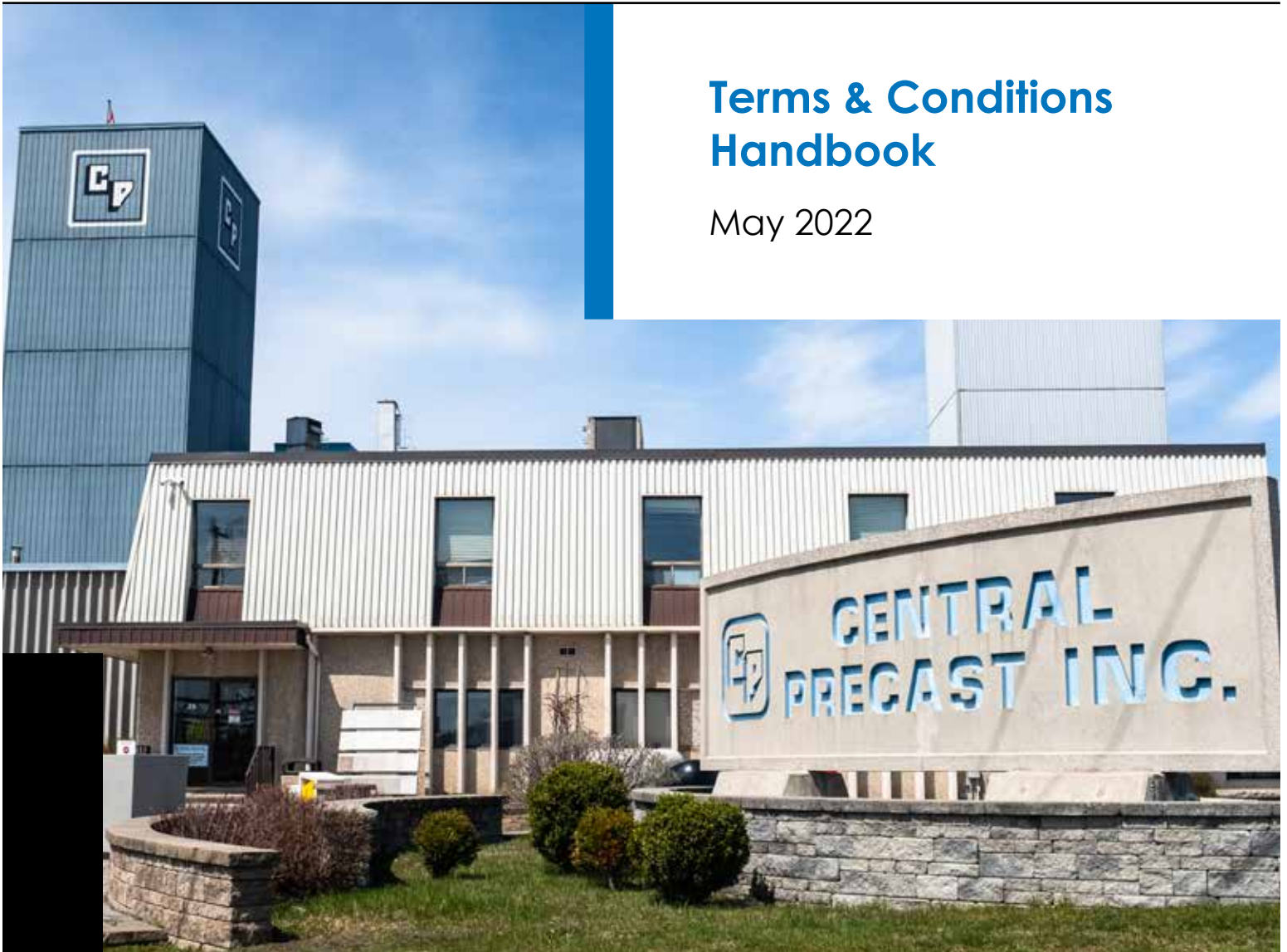


CENTRAL PRECAST

MAKING YOUR VISION CONCRETE

Terms & Conditions Handbook

May 2022



LEADERS IN PRECAST CONCRETE PRODUCTS

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Terms & Conditions

PRICES

Prices are subject to change without notice. A digital copy of the current price lists will be made available upon request to contractors with a valid Central Precast (CP) account.

ACCOUNTS

Landscape contractors wishing to open a cash account must provide proof of company (Business number (preferred), website, business card). To open a charge account, [Central Precast credit application](#) must be fully completed, signed, and submitted to ar@centralprecast.com. Any unsigned application will not be processed. Upon completion of the credit check, our credit department will notify the customer by e-mail.

PAYMENTS AND PROCEDURES

Cash Account

Orders must be paid in full prior to pick up or loading for delivery. Acceptable methods of payment include Cash, Debit, Visa, MC, Amex, and E-transfer.

All e-transfers must be submitted to ar@centralprecast.com and the customer must use the order number as the security question answer. Sold products cannot be picked up or be loaded for delivery until accounting has confirmed the receipt of the e-transfer.

Charge Account

Our standard terms on charge account are net 15th of the month following. Overdue accounts will be temporarily put on hold until the overdue balance is fully paid. Customers failing to adhere to Central Precast Inc. terms of credit may have **credit privileges revoked**. Accounts exceeding authorized credit limit will need to be evaluated and adjusted by our credit department if credit worthiness warrants.

Acceptable payment methods are cash, cheque, and e-transfer. **Charge account customers wishing to pay their account by CREDIT CARD will be subject to a 2.1% processing fees.**

PICK UP ORDERS

Orders must be picked up by the customer within five (5) business days from date of order confirmation. Partial pick-ups on an order **will not be accepted**. Items being picked up **must match the bill of sale**.

When picking up an order, it is the responsibility of the customer to ensure they have the capacity to transport **full** orders. Items removed from original wood pallet at time of pick up will be considered as **FINAL SALE**.

All shortages, damages, errors due to order processing or shipping must be noted at time of delivery or pick up and brought to the attention of the CP sales team or dispatcher within **48 hours of delivery or pick up**.

QUOTATIONS AND ESTIMATES

Quotations or estimates are only to be used as a guideline. Prices are continually changing due to market fluctuations, freight and transportation costs, and other factors. The customer must verify pricing at the time of their order to ensure that there have been no changes from the time the estimate was issued. CP will not be held liable for any incorrect plan take-offs or estimates. It is the customer's duty to provide CP with accurate order quantities.

SAMPLES AND DISPLAYS

All samples and displayed products are a representation of the actual products available for sale. CP does not guarantee that the products supplied will be an exact match in colour, texture or size to any previous sample or display.

For safety and security reasons, customers are **prohibited** from entering the CP yard for the purpose of viewing in-stock products unless accompanied by a CP representative.

PRODUCT AVAILABILITY

CP will make every effort to fulfill an order, however, CP is not responsible for unexpected delays, including but not limited to, restricted stock supply, manufacturing, or distribution delays. Requests for layaway, deferred or reserved orders will not be accepted.

SPECIAL ORDERS

Special Order products are not regular stock items. Only full cubes can be purchased.

- Retail Customers will be required to prepay the special orders in full.
- Customers with a valid CP **Cash** Account will be required to pay a 50% deposit.
- Customers with a valid CP **Charge** Account will be required to sign a **Special Order** Authorization form.

Once a Special Order product has arrived at CP, the customer must accept delivery or pick up the items within ten (10) business days. No returns, exchanges or refunds will be accepted. **ALL SALES ARE FINAL.**

CLEARANCE ITEMS AND SECONDS

There is no CP warranty on Clearance Items and Seconds. These items are sold **as is** and **ALL SALES ARE FINAL.**

CUSTOM ORDER PRODUCTS

Custom Order Products are engineered and fabricated to order and must be prepaid at time of purchase. It is the responsibility of the customer to provide all necessary information requested by CP to produce a Custom Order Product. **ALL SALES ARE FINAL.** No returns, refunds or exchanges will be accepted.

ORDER CANCELLATION AND ORDER CHANGES

Regular Stock

A minimum **48-hour** notice is required to cancel or change a regular stock order scheduled for delivery or pick up. Failure to provide the 48-hour notice may result in the inability to cancel or change the order.

Certain cancellations or change requests may be accommodated within the 48-hour window with the approval of a CP manager and may be subject to a **\$75.00 handling fee**.

Special Orders, Clearance Items, Seconds, and Custom Orders

Special Orders, Clearance Items, Seconds, and Custom Orders, once purchased, cannot be cancelled. Refer to the Returns and Refunds Section of this policy.

WARRANTY / CLAIMS

Precast concrete products comply with CSA Standards A23.4

Products sold by CP are subject to individual manufacturers' (i.e.: Permacon, Techo Bloc, Rinox, Oaks, Browns, etc.) warranties once purchased or installed. Any manufacturing product defects must be reported to CP upon receipt of goods. Goods subject to claims, must be intact and available for inspection by CP or a representative from the vendor. After inspection by the appropriate party, a resolution will be provided to the customer within a reasonable timeframe.

EFFLORESCENCE

Efflorescence is a naturally occurring salt deposit that can form when water is present in or on natural raw materials such as, but not limited to, brick, concrete, stone, and stucco. Efflorescence should dissipate under normal exterior conditions. CP will not accept any liability or claims should efflorescence appear within products manufactured by CP or its suppliers.

PRODUCT BLENDING

Occasionally, natural raw materials used to produce hardscape and masonry products will exhibit shade variations. Therefore, blending products by mixing from different pallets, if applicable, is recommended. CP will not accept liability for shaded areas of installed product. It is the customer's responsibility to ensure products are well blended.

PRODUCT SIZE VARIATION

The stated sizes of products sold are nominal only. Size variations may occur as a result of the manufacturing process.

DELIVERIES

Orders must be shipped within ten (10) business days from date of order confirmation.

At CP, we will make every effort to meet customer delivery commitments. Any deviation from the agreed upon delivery time or day will be communicated to the customer as soon as possible and alternate arrangements will be made.

Discrepancies in quantities or product items from those shown on the delivery slip, must be reported **within 48 hours of delivery.**

It is the customer's responsibility to ensure someone is on site to accept and confirm delivery. It is our policy that all orders are to be curbside delivery. CP reserves the right to refuse any special delivery instructions that are deemed to be dangerous or unreasonable. Any special delivery instructions will be assessed on site by the CP delivery driver and will be at the customer's risk. The CP driver reserves the right to refuse any special on-site delivery instruction that may cause damage to surroundings including but not limited to equipment, property, walkways, driveways, and grassy areas. In these cases, product will be dropped in a safe location or area.

WOOD PALLETS

Pallets are the property of CP. Items delivered on pallets will be subject to a pallet charge of \$40. This charge will be partially refundable when the client returns the pallet to CP, in usable and saleable condition. All retail cash sales must present the original invoice for a refund.

Returnable pallets will be subject to a \$5.00 handling fee when returned by the customer to our yard, and \$7.00 when picked up from a jobsite.

TRANSPORT CHARGES / HANDLING FEES

Minimum delivery charges:

Zone 1 (0-30km): \$125

Zone 2 (31-50km): \$200

Zone 3 (51 km +): to be quoted

Transportation charges are calculated based on 25 Bongard Avenue being the point of departure.

Delivery charges are subject to change based on the size of the order. A minimum \$125.00 delivery charge will apply for an order and a subsequent \$50.00 minimum charge will apply if part of the order is shipped from a second CP location. Every effort will be made to ship orders from a single location. Zone 3 deliveries will be subject to a surcharge. Inquire with sales staff to confirm delivery charges at time of purchase.

Request for product or pallet pick up will be subject to our CP zone minimum. Pick up in excess of four pallets will be subject to an additional charge per pallet. Pick ups will be scheduled at **CP's convenience** based on truck availability.

Where CP cannot access the predetermined delivery or pick up location provided by the customer at no fault to CP, a \$75.00 re-scheduling fee will be charged.

All products and pallets must be easily accessible by the CP driver and properly stacked. CP will not pick up material at multiple locations within a single jobsite.

RETURNS & REFUNDS

Regular Stock

Product being refunded must be returned to the CP yard it was purchased from (i.e.: 25 Bongard Ave or 6775 Hazeldean Rd)

Landscape Contractors with Cash or Charge Accounts: please refer to your annual pricing and return policy information or contact your inside sales representative for more details.

i. Items Returned Within 30 Days*

Refunds will be made by original method of payment **except for cash**. Cash orders will be refunded via debit or by a cheque issued from our accounting department at a later date.

A 15% restocking fee will be applied on items returned for credit within 30 days of purchase. Only Full pallets of regular stocked items can be returned for credit. Items returned for credit before 30 days from date of purchase are eligible for a refund. Retail customers must show proof of purchase. Items returned for credit picked up by Central Precast will be subject to additional freight charges. Retail customers and cash sale contractors must pay the full pickup fee before the scheduled pick up.

ii. Items Returned 31-60 Days*

A 25% restocking fee will be applied on items returned for credit within 60 days of purchase.

iii. CP will not accept any returns beyond 60 days.

*Refund will only be issued for products in saleable condition, in the original packaging once they have been received and inspected by a CP representative. Refunds will not be issued if there is failure to meet CP quality standard requirements.

Special Orders, Clearance Items, Seconds, and Custom Orders

Once purchased, Special Orders, Clearance Items, Seconds, Samples, and Custom Orders **cannot be cancelled returned or refunded**.

Installed Product

We are unable to offer any refund or replacements for items that have been installed. Please refer to our Warranty Claims section of this policy for more information.