



TERMS AND CONDITIONS OF SALE

Within these Conditions:

- SELLER =** Refers to AMBICO Limited
- CUSTOMER =** Refers to the individual[s] or company who/which agree to purchase Goods from the Seller
- GOODS =** Refers to all products and services the Customer commits to purchasing from the Seller
- CONDITIONS =** Refers to the details set forth within the Quotation and associated documents
- QUOTATION =** Refers to the document generated by the Seller to the Customer for the potential procurement of Goods
- ORDER =** Refers to the acceptance of the Quotation by the Customer by way of a purchase order or Similar written Order to proceed

These Terms and Conditions of Sale apply to all sales of AMBICO products and services to the Customer named within the Seller's Quotation and the Customer's purchase order. The Customer shall be deemed to have accepted and agreed to these Terms and Conditions of Sale by Quotation acceptance and/or issuance of purchase order.

Quotations

The validity period is noted on the Quotation. Should the Quotation expire, pricing, product availability, and lead times are subject to change. Pricing applied on a Quotation is non-transferrable; individual Quotations are required for each project. Should the quotation expire, pricing is subject to change.

Taxes

Federal and Provincial/State tariffs, sales, or excise taxes are not included within the Seller's net prices unless specified within the Quotation.

Payment Terms, Credit Approval, and Past Due Accounts

All payment terms listed on the Quotation are subject to change pending credit approval.

All Orders are subject to the Seller's credit approval process.

All past due accounts will be assessed interest at 1 ½ % per month [18% per annum]. Accounts unpaid 60 days from the date of invoice may be placed on hold and may be collected through legal processes. All associated collection costs, including but not limited to legal fees and court costs in addition to interest accrued, will be paid by the Customer.

Installation

Goods listed within the Quotation do not include installation, field supervision, or pre and post-installation inspection by the Seller representatives unless specified within the Quotation.

Shop Drawings

One [1] Shop Drawing Submittal and one [1] revision are included by the Seller per Order. Additional Shop Drawings and/or revisions may be subject to additional fees. Shop Drawings will not be produced until the Customer has provided a Purchase Order or similar binding notice to proceed. Procurement of materials and production will not commence until the shop drawings have been approved by the Customer and all specification details have been provided, including approved hardware lists and manufacturer's hardware templates. Lead times commence upon the receipt of shop drawing approval.

Custom Stain Samples for Wood Door Assemblies

One [1] pair of Custom Stain Samples are included per Order. The Customer is to provide the Seller with one [1] pair of control samples for stain matching following the provision of a Purchase Order. Upon receipt, the Seller will produce one [1] pair of Custom Stain Samples and ship them to the Customer for matching evaluation. Additional Custom Stain Samples can be produced at additional fees. Fabrication of wood doors can only begin once the approved wood door sample has been received.

Change Requests

Change requests to an Order following the acceptance of the Quotation must be transmitted in written format. Upon receipt of a written change notice, the Seller will confirm if the proposed changes can be implemented and will provide an adjusted quotation. Upon acceptance of the adjusted Quotation, the Customer will issue a revised Purchase Order to reflect the adjusted price of the Seller.



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Cancellations

Cancellations must be requested by the Customer in written format and acknowledged by the Seller. Cancellation fees will be paid in addition to but not limited to administrative, net profit, and goods procurement costs incurred to the point of cancellation.

Hold Requests and Inactive Orders

Orders placed on hold must be requested by the Customer in written format and will be acknowledged by the Seller. If an Order has not progressed to the following production phase, it will be deemed inactive by the Seller. In each of these situations, the Customer is liable for fees in addition to but not limited to administrative and goods procurement costs and net profit to the point of the hold request.

Freight and Shipping

Goods shipped to locations within the continental United States of America will be at the Seller's expense, including freight, shipping, customs, and duty costs.

For continental locations within Canada, freight and shipping costs of Goods are the responsibility of the Customer unless specified otherwise.

For shipments outside of the continental United States, Ex Works (EXW) will be applicable where the Buyer will incur freight, shipping, customs, tariffs, and duty costs of Goods associated with the Quotation unless specified otherwise.

Claims-Damage

The Customer must report visible damage of crating or goods **immediately** upon receipt of shipment to the Seller notifying the AMBICO Project Manager in writing and the Carrier by noting damage on the Proof of Delivery document.

The Customer must report hidden damage or missing Goods to the Seller **within five [5] days** of receipt of shipment by notifying the AMBICO Project Manager in writing.

Damage not reported to the Seller within the time periods noted above will be subject to repair or replacement at the Customer's cost.

Force Majeure

AMBICO Limited certifies performance of Goods and continuity of operation under normal circumstances. We assume no responsibility or liability for circumstances beyond our control, such as power failures or malfunctioning of systems or components supplied by others. In no event shall AMBICO Limited be held liable for special, indirect, or consequential damages.

Once received, insurance for the full replacement value of the Goods is the responsibility of the Customer. The Customer is hereby advised of its responsibility to safeguard the Goods at all times upon receipt of shipment from AMBICO Limited

If either party cannot fulfil any of the obligations specified within the Quotation and Order due to causes over which it has no control or which could not have been mitigated by exercising due diligence, including government actions, acts of God, accidents such as fires and explosions, strikes or other labour disputes, acts of terrorism, curtailment of transportation or riots, that party shall be released from its obligations provided that party advised the other without delay of the cause preventing fulfillment of its obligations.

Warranty

Claims for incorrect or defective Goods must be settled with the Seller prior to Goods being installed.

Intellectual Property Rights

"As between the Buyer and the Seller, all intellectual property rights and all other rights in the Goods and the Seller's website shall be owned by the Seller, the Seller's agents, subcontractors, consultants and employees as appropriate."

Data Protection

The Customer acknowledges and agrees that details of the Customer's name, address, and payment record may be submitted to a credit reference agency.