



*A SUBSIDIARY OF NATIONAL GYPSUM COMPANY*

## **Unifix Inc.**

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### **General Terms and Conditions of Sales**

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## Unifix Inc

### **GENERAL TERMS AND CONDITIONS OF SALES**

The publication sets forth the general sales policy of Unifix Inc. (hereinafter, collectively, "Unifix" or the "Company"). For further details pertaining to specific product lines, contact your Unifix Sales Representative or refer to current product literature.

#### **QUALITY**

The employees of Unifix are dedicated to achieving total customer satisfaction, by providing products and services which meet or exceed expectations. The end result of this process is to become the absolute lowest cost producer of the preferred products, quality, and service as defined by our customers.

To accomplish our goal, we are committed to a process of continuing personal improvement, striving always to do our job right the first time, and always striving to work harder, tougher, safer, smarter, and more creatively together.

#### **PRICING AND PAYMENT**

All pricing is subject to home office approval. All products will be invoiced at the price in effect on the date of shipment, determined by Unifix's current price pages. Unifix reserves the right to adjust its current prices to meet competition, but all price exception requests must be approved prior to the shipment of the product. Unifix reserves the right to cancel or remove price adjustments or exceptions which may have previously been made to meet a competitive offer, when in its judgment it becomes necessary or prudent to do so, or the competitive situation no longer exists. **ALL PRICING IS SUBJECT TO CHANGE WITHOUT NOTICE.** An effort will be made, however, to provide sufficient lead-time to our customers before a price is changed. Shipments made on or after the date of a price change will be invoiced at the new price.

Payment terms will be as stated on the face of each individual invoice, and cash discounts, if any, will be allowed only if taken within the time stated thereon, which shall be calculated from the invoice date. Payments not received by the net due date will be considered past due and could result in a suspension or cancellation of material and shipments.

#### **ORDER ENTRY AND CREDIT**

Orders are placed through your Unifix Customer Service Center, or with your Unifix Sales Representative. An order is accepted when acknowledged in writing or when shipped, whichever occurs first. All orders to be placed on credit are subject to the review and approval of the Unifix Credit Department. Unifix reserves the right to select its own customers. All customers must, upon request of Unifix, complete and update as required a credit application on a form prepared by Unifix, and all customers agree to adhere to the terms and conditions stated in such application. The Company reserves the right to reject any order if at any time Unifix deems the financial responsibility or condition of the customer placing any order to be unsatisfactory.

## **PRODUCT AVAILABILITY**

Unifix products fall into two categories:

1. Standard Products
2. Non-Standard Products

**Standard Products** are (A) "On Hand" or (B) "Special Order." Standard Products are listed in the price pages and product literature. Availability of "Special Order" Products varies from plant to plant. Consult your Unifix Sales Representative or Customer Service Representative for lead time, quantities, availability, and pricing.

A **Non-Standard Product** is any item that varies from the specification set forth in our product literature or price bulletin. Requests for Non-Standard Products must be made through the Unifix Representative or Customer Service Center to obtain necessary approval, which will be subject to the following conditions:

1. Any change in the Non-Standard Product request automatically cancels the request and a new request must be submitted.
2. Orders for Non-Standard Products must be entered within 30 days after approval. Shipment must be completed within 30 days after date of manufacture.
3. **The order is non-cancelable.**
4. As a condition of manufacturing a non-standard product, Unifix reserves the right to ship, and the customer must agree to accept, an over-run not to exceed 5% of the final order.

## **UNITIZING**

Unifix has developed standard unitized packaging for most products. This packaging can vary by plant. These units permit us to standardize loading practices and optimize facilities, as well as meet loading requirements of carriers responsible for delivery of material. Deviations from standard unitizing requested by the customer must be minimized because of the additional expense that is incurred at the plant.

## **REVISIONS/CANCELLATIONS**

The Customer Service Center must handle revisions or cancellations of standard product orders. Notification must be received, prior to any actual loading, otherwise, the customer will be held responsible for payment.

## **RECONSIGNMENT**

Charges for reconsignment, diversion, driver assist unloading, detention, or demurrage assessed by the carrier in accordance with provisions of the carrier tariff will be charged to the customer when such instances are at "customer's request." Customer cannot reconsign shipments without prior approval by Unifix.

## **METHOD OF SHIPMENT**

1. Truckload--An order for one or more truckloads, in increments of full truckloads, of products shipped from a single plant.
2. Carload--An order for one or more rail cars, in increments of full carloads, shipped from a single plant.
3. Less than a truckload--An order for less than a truckload (LTL) of Products shipped from a single plant. Minimum release quantities are shown on the applicable price bulletin.
4. Customer pick-up.
5. Container

In all cases, Unifix reserves the right of choice of carrier and routing. Additional costs incurred using a customer-specified carrier or routing will be charged to the customer.

## **FREIGHT**

Unless otherwise stated herein or approved by Unifix in advance, all shipments are F.O.B. Unifix's plant or other shipping point, freight prepaid. Upon request, shipments may be made on a freight collect bill of lading. The Company reserves the right to prohibit customer pickups where and when it deems it appropriate. At plants where customer pick-ups are allowed, shipment may be picked up either with no freight allowance or picked up with a freight allowance determined in advance of shipments. On LTL shipments, all freight will be charged to the customer in addition to the invoice price for the products, unless prepaid freight minimums are met. On all shipments, the title and risk of loss or damage to the goods pass to the customer upon delivery by Unifix to the carrier.

## **MAXIMUM SHIPMENTS**

All truckload and carload shipments will be loaded to the maximum allowable capacity.

## **DELIVERY**

We will make every reasonable attempt to meet a customer's request for a specified delivery date; however, we cannot ensure a specified time of day for delivery. Unifix will not be responsible for any failure or delay of delivery or other performance due to fire, floods, windstorms, labor difficulties, plant or equipment breakdowns, riots or civil commotion's, explosions, war, or due to any other cause or causes beyond its control.

## **STOPOVER SHIPMENTS**

A stopover shipment is a full truckload or carload moving to a final destination with one or more stops in between. Stops must be on the most direct route from shipping plant to final destination. For distance restrictions, number of stops, and stopover charges, refer to specific product sales policy information.

## **RETURNS**

Requests to return products must be approved in advance by the applicable Unifix manufacturing plant. If the reason for the return is other than a timely claim under Unifix's Limited Warranty for

the product, a 10% handling charge will be assessed (20% if the products are buy-for-resale), and the customer must pay all freight charges. Any return of products is also subject to inspection and acceptance at our plant. Any authorized credit adjustments will apply only if the product is returned in the same condition in which it was shipped. **NON-STANDARD PRODUCTS ARE NOT RETURNABLE.**

No credit will be given for unauthorized returns.

### **SHORTAGE OR DAMAGE CLAIMS**

The customer should immediately report shortage or damage in transit to the carrier. For its own protection, the customer should obtain a notated delivery receipt stating the quantity of the product shorted or damaged on all copies of the delivery receipt **at the time of delivery**. The legible signature of the driver must appear on **all copies** of the delivery receipt. Unifix will continue to assist customers with their loss and damage claims; however, we need our customers' help and cooperation to protect those claim rights with the carriers. Detailed procedures are available through contact with your Unifix Sales Representative or Customer Service Representative.

When concealed damage is discovered later, and not made known to and acknowledged by the carrier at the time of delivery, the following conditions apply:

1. Customer must hold the product and all packaging material for the carrier's inspection.
2. The carrier must be notified and inspection requested within 15 working days from date of delivery. Failure to do so nullifies all claim rights.
3. If product is moved from point of delivery before carrier's inspection, claim rights are jeopardized.

**UNDER NO CIRCUMSTANCES WILL A CLAIM BE ALLOWED IF A CUSTOMER DISPOSES OF PRODUCT WHICH HAS BEEN DAMAGED IN TRANSIT, CONCEALED OR OTHERWISE, WITHOUT THE CARRIER'S OR UNIFIX'S ADVANCE APPROVAL. BEFORE RETURNING ANY MATERIAL TO A PLANT, PLANT AUTHORIZATION MUST BE OBTAINED.**

### **QUALITY CLAIMS**

When any product quality complaint exists:

1. The customer must immediately notify the Unifix Sales Representative or Customer Service Representative. The customer is expected to safeguard the product prior to its inspection by Unifix.
2. Product claimed to be defective, off quality, or substandard must not be used or sold by the customer.
3. If needed, the Unifix Sales Representative will arrange for an on site inspection, obtain the facts, and discuss the results with the customer.

## **LIMITED WARRANTY AND REMEDIES**

Products manufactured and sold by Unifix are warranted by Unifix to its immediate purchaser to be free from defects in materials and workmanship at the time of shipment. THIS EXPRESS WARRANTY IS THE ONLY WARRANTY APPLICABLE TO SUCH PRODUCTS, AND IS IN LIEU OF AND EXCLUDES ALL OTHER EXPRESS ORAL OR WRITTEN WARRANTIES AND ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Unifix will not be liable for any incidental, indirect or consequential losses, damages, or expenses. The customer's exclusive remedy for any type of claim or action for defective products will be limited to the replacement of the products (in the form originally shipped) or, at Unifix's option, to a payment or credit not greater than the original purchase price of the products.

Unifix will not be liable for products claimed to be defective where the defect resulted from causes not within Unifix's control, or which arose or occurred after shipment, including but not limited to accidents, misuse, mishandling, improper installation, contamination or adulteration by other materials or goods, or abnormal conditions of temperature, moisture, dirt, or corrosive matter.

Any claim that products sold by Unifix were defective or otherwise did not conform to the contract of sale is waived unless the customer submits it in writing to Unifix within thirty (30) days from the date the customer discovered or should have discovered the defect or non-conformance. No legal action or proceeding complaining of goods sold by Unifix may be brought by the customer more than one year after the date the customer discovered or should have discovered the defect or problem of which it complains.

## **TECHNICAL ASSISTANCE**

Material Safety Data Sheets (MSDS) are prepared in accordance with the Canadian Workplace Hazardous Materials Information System (WHMIS) and other applicable occupational safety and health requirements. MSDS are available and disseminated via the Unifix Home Page [www.unifixinc.com](http://www.unifixinc.com), our sales force, manufacturing facilities, research center, and national headquarters. In addition, MSDS are circulated via bulk mail periodically to our entire customer base. For assistance in obtaining MSDS and technical data for the most effective use of Unifix's products, customers are encouraged to contact 1-800-NATIONAL. Customers may also contact Technical Manager, Unifix Inc., 35 Unifix Street, Bromont, QC Canada J2L 1N5, Phone: 450-534-0955.

## **MISCELLANEOUS**

These General Terms and Conditions of Sales, unless otherwise expressly agreed in writing between Unifix and the customer, apply to every sale by Unifix and are included in each acceptance by Unifix of any customer's offer to purchase. If a customer offers to purchase products from Unifix by use of its own purchase order or similar form, any terms proposed anywhere therein which add to, vary from, or conflict with these General Terms and Conditions of Sale are objected to by Unifix and expressly rejected, and shall not be a part of the resulting Contract of Sale unless the proposed terms are accepted and approved in a written document referring specifically to such terms and signed by Unifix.

Unifix reserves the right to change any provision of these General Terms and Conditions of Sale at any time, without prior notice.

These General Terms and Conditions of Sale do not create a distribution relationship or contract, exclusive or otherwise, nor will such a relationship or contract be inferred from any course of dealing between Unifix and any of its customers who purchase products under these General Terms and Conditions of Sale. Unifix and any customer who purchases products from it are each free without penalty to cease doing business with the other at any time, for any reason whatsoever and without notice, unless otherwise provided in a separate, written contract signed by an officer of Unifix and of the particular customer.

Unifix is an Equal Opportunity Employer, M/F/H.

