



## TERMS & CONDITIONS - BRITISH COLUMBIA

### PRICES

THIS PRICE LIST SUPERSEDES ALL PAST LISTS. PRICES ARE NET-FOB OUR WAREHOUSE(S), EXCLUDING TAXES, AND ARE IN EFFECT AS OF JANUARY 1ST, 2023. PRICES TERMS, CONDITIONS, AND SPECIFICATIONS ARE THOSE IN EFFECT AT THE TIME OF SHIPMENT AND ARE SUBJECT TO CHANGE WITHOUT NOTICE. PRICES DO NOT INCLUDE ANY TAX.

### ORDER ACCEPTANCE

UNO BUILDING SOLUTIONS DOES EVERYTHING POSSIBLE TO MEET ORDER AND DELIVERY REQUIREMENTS. WE SHALL NOT BE LIABLE FOR DELAYS AS A RESULT OF STRIKES, ACCIDENTS, FIRE, DELIVERY DATES SET BY SUPPLIERS, SEA AND LAND TRANSPORTATION AGENCIES OR BY ANY UNFORESEEN REASONS BEYOND OUR CONTROL.

POSSESSION OF THIS PRICE LIST, SAMPLES, OR A PRICE QUOTATION DOES NOT OBLIGATE UNO BUILDING SOLUTIONS LTD. TO SELL ITS MATERIALS TO ANYONE. ALL QUOTES, WRITTEN OR OTHERWISE, ARE SUBJECT TO OUR REVIEW AND ACCEPTANCE AT TIME OF PLACING THE ORDER.

ALL SPECIAL ORDERS REQUIRE A 50% NON-REFUNDABLE DEPOSIT AT TIME OF ORDER. THERE IS NO GUARANTEE OF SHADE OR CALIBER. BALANCE OF THE INVOICE IS DUE ON ARRIVAL OF MATERIAL IN OUR WAREHOUSE(S).

ALL SALE/CLEARANCE /DISCONTINUED/AS IS MATERIALS ARE FINAL SALE WITHOUT GUARANTEE OF SHADE OR CALIBER UNIFORMITY.

ANY MATERIALS THAT ARE TRANSFERRED IN FROM ANOTHER BRANCH BY A CUSTOMER REQUEST MUST BE PICKED UP OR A 20% RESTOCKING FEE WILL BE CHARGED.

### PAYMENT TERMS

TERMS ARE SET BY OUR OFFICE.

OVERDUE ACCOUNTS ARE SUBJECT TO INTEREST CHARGES OF 2% PER MONTH (24% PER ANNUM).

UNO BUILDING SOLUTIONS LTD. RESERVES THE RIGHT TO CANCEL CREDIT PRIVILEGES AT ANY TIME. CUSTOMERS WHOSE ACCOUNT FALL 30 DAYS PAST DUE WILL HAVE ALL CREDIT PRIVILEGES SUSPENDED UNTIL THEIR ACCOUNT IS COMPLETELY PAID IN FULL.

TITLE TO ALL GOODS REMAIN IN THE NAME OF BUILDING SOLUTIONS LTD., UNTIL PAID FOR AND UNO BUILDING SOLUTIONS LTD. SHALL HAVE THE RIGHT TO ENTER ANY PREMISES WHERE SUCH GOODS ARE LOCATED IN ORDER TO RECOVER POSSESSIONS IN THE EVENT OF NON-PAYMENT.

### FREIGHT CLAIMS

DELIVERY TO CARRIER CONSTITUTES DELIVERY TO BUYER REGARDLESS OF FOB POINT OR WHETHER FREIGHT IS COLLECT OR PREPAID.

CLAIMS OF DAMAGE, LOSS, DELAY, OR SHORTAGE MUST BE DELIVERED TO THE CARRIER BY THE CUSTOMER.

CLAIMS OF ORDER SHORTAGE MUST BE DIRECTED TO UNO BUILDING SOLUTIONS LTD. WITHIN TEN DAYS OF SHIPMENT.

### RETURNED MATERIALS

AN RMA (RETURN MATERIAL AUTHORIZATION) IS REQUIRED PRIOR TO MATERIAL RETURNS, ONLY CURRENT STOCK IN FULL, UNOPENED BOXES ARE ACCEPTED FOR RETURN.

NO MATERIALS WILL BE ACCEPTED FOR RETURN AFTER 30 DAYS FROM DATE OF PURCHASE.

NO MATERIALS WILL BE ACCEPTED FOR RETURN ON FACTORY DIRECT ORDERS, SPECIAL ORDERS, POWDER OR LIQUID PRODUCTS, SALE OR DISCONTINUED ITEMS, OR MATERIALS MADE TO ORDER.

NO RETURNS OF NATURAL STONE THAT HAVE BEEN SELECTED THROUGH.

ALL RETURNS MUST HAVE PRIOR CONSENT BY OUR OFFICE. NO RETURNS ARE PERMITTED UNLESS AGREED UPON BY UNO BUILDING SOLUTIONS LTD.

ALL RETURNS MUST BE FREIGHT PREPAID, IN RESALABLE CONDITION, HAVE ORIGINAL INVOICE NUMBERS ATTACHED TO RECEIVE CREDIT. A MINIMUM 20% RESTOCKING FEE WILL BE CHARGED FOR ALL RETURNS ON INVOICE TOTAL.



## PRODUCT CLAIMS

PLEASE VERIFY THAT YOUR ORDER CONFIRMATION IS CORRECT. VARIATIONS IN SHADE, COLOUR, AND SIZE IN ANY BUILDING MATERIALS, AND ARE NOT GROUNDS FOR CLAIM ONCE INSTALLED. FURTHERMORE, VARIATIONS IN SHADE, SIZE AND FINISH CAN VARY FROM A PREVIOUS SHIPMENT OR FROM SAMPLE BOARDS UNO BUILDING SOLUTIONS MAY HAVE DISTRIBUTED.

OF RECTANGULAR TILE, UNO BUILDING SOLUTIONS LTD. DOES NOT RECOMMEND A 50-50 BRICK PATTERN, NOR WILL WE ACCEPT ANY CLAIMS PERTAINING TO THIS.

OF GLASS AND STONE MOSAICS, TESTING THE INSTALLATION TECHNIQUE, GROUTING, AND FINISHING, CUTTING, CHECKING SQUARENESS OF THE SHEETS, AND GENERALLY BEING FULLY AWARE OF THE CHARACTERISTICS OF THE MOSAICS BEING INSTALLED AND THE SETTING MATERIALS BEING USED IS REQUIRED PRIOR TO COMMENCING THE JOB. SMALL CHIPS, SHADE VARIATIONS, SIZE VARIATIONS, AND MOUNTING SQUARENESS ARE ALL EXPECTED AND NORMAL CHARACTERISTICS OF MOSAICS AND ARE NOT CONSIDERED GROUNDS FOR CLAIM.

NO GUARANTEE IS MADE AGAINST WEAR. ALL MATERIAL WILL SCRATCH, AND WEAR AND IT SHOULD BE EXPECTED IN AREAS OF HEAVY TRAFFIC. DEGREE OF WEAR IS A FUNCTION OF MAINTENANCE AND ABRASION. UNO BUILDING SOLUTIONS LTD. CANNOT BE RESPONSIBLE FOR FAILURES RESULTING FROM TILES BEING INSTALLED IN AREAS WHERE THEY ARE NOT SUITABLE. WEAR WILL BE APPARENT SOONER ON LIGHT OR WHITE COLOURED TILE.

ALL PACKING INFORMATION IS SUBJECT TO CHANGE WITHOUT NOTICE.

THE BUYER IS RESPONSIBLE FOR INSPECTING AND ACCEPTING MATERIALS BEFORE IT LEAVES UNO'S WAREHOUSE, AS WELL AS WITH THE FINAL CUSTOMER BEFORE IT IS INSTALLED. NO CLAIM WILL BE ACCEPTED FOR DAMAGED MATERIAL ONCE IT HAS LEFT OUR WAREHOUSE. METHOD OF INSTALLATION AND SITE CONDITIONS ARE BEYOND OUR CONTROL AND NO CLAIM WILL BE ACCEPTED FOR CHIPPING, CRAZING, SPALLING, ETCHING, CRACKING, DISCOLORATION, OR LOOSENING FROM THE SETTING BED. IF OUR PRODUCTS ARE UNSATISFACTORY FOR ANY REASON, WE MUST BE NOTIFIED BEFORE INSTALLATION. NO ALLOWANCE WILL BE MADE FOR LABOUR COSTS, OR ANY OTHER CHARGES AFTER MATERIALS HAVE BEEN INSTALLED.

## HOLDING MATERIAL

STOCK MAY BE PUT ON HOLD FOR 48 HOURS ONLY, AFTER WHICH IT WILL RETURN TO INVENTORY FOR SALE.

## EXCLUSION

THESE TERMS AND CONDITIONS CONSTITUTE THE SOLE AND ENTIRE AGREEMENT BETWEEN UNO BUILDING SOLUTIONS LTD. AND THE CUSTOMER, AND UNO BUILDING SOLUTIONS LTD. SHALL NOT BE BOUND BY ANY OTHER CONDITIONS, ORAL OR WRITTEN, EXPRESSED OR IMPLIED, OTHER THAN THOSE CONTAINED HEREIN