

WEST PORCH

Terms & Conditions

Sales of West Porch's products are made only on West Porch's standard Terms and Conditions of sale which are contained herein. The "Purchaser" in these Terms, Conditions and General Information shall refer to Dealers and those who originally purchase directly from West Porch for use or re-sale. These standard Terms and Conditions may be modified or supplemented only by a separately written document signed by West Porch's authorized personnel at its head office in Toronto, Ontario, Canada. Any term or condition contained in any purchase order or other form used by the Purchaser to order goods (including standard, printed language) which is different from, in addition to, or in any way inconsistent with West Porch's standard Terms and Conditions shall be of no force or effect whatsoever.

Description

Each product shown or described on the list price book, website, sell sheets or any document issued by West Porch is a standard West Porch product. Available options may require additional delivery time and cost, and may affect the warranty given. Sizes shown are approximate and are subject to slight changes from time to time.

Prices and Payment

Prices quoted by West Porch shall be in Canadian dollars for orders shipped to destinations in Canada and US dollars for orders shipped to destinations outside of Canada.

Prices do not include any local property licenses, privilege, sales, use, value added, gross receipts, or other like taxes which may now or hereafter be applicable to, measured by or imposed upon or with respect to the transaction, the product, its sale, its value or its use, or any services performed in connection therewith.

If the shipping date requested is more than 90 days from date of order, West Porch shall have the right to use published list prices effective at the time of shipment.

Orders are invoiced at the time of shipment. Terms of payment are NET 30 days. All orders are subject to the Purchaser complying with West Porch's prevailing credit policy.

Any product sold shall remain the property of West Porch until fully paid for. The Purchaser agrees to perform all acts which may be necessary to perfect and assure retention of title to such products to West Porch until such time as the goods have been paid for in full.

Delivery shall occur and risk of loss or damage to the product shall pass to Purchaser F.O.B. point of shipment. Purchaser is responsible for filing claims with the carrier for losses or damage to the product occurring during transit, including concealed damage.

Prices are suggested list prices only and are subject to change without notice. West Porch will, however, attempt to keep the Purchasers up-to-date on all developments including price changes.

Taxes

All prices shown in the list price book are exclusive of sales, use, excise, HST and other applicable taxes and duties which may be the Purchaser's responsibility as per the invoice issued by West Porch. If the Purchaser claims an exemption from such taxes, it shall be the Purchaser's responsibility to furnish West Porch with an appropriate exemption certificate at time of order.

Order Information

West Porch requires that all orders be submitted in writing. All orders submitted to West Porch in writing will be acknowledged on West Porch's acknowledgement forms governing the transaction.

The details appearing on this acknowledgement will describe the items to be shipped and the approximate shipping date. It is the Purchaser's responsibility to determine that the information in the acknowledgment is correct. In the event of an error, the Purchaser must notify their West Porch Customer Service Representative immediately by telephone followed by written confirmation. Shipping dates are assigned to orders based on the items having the longest manufacturing lead time (unless instructed to partial ship).

Purchaser must indicate if multiple shipping schedules are required. Each shipment will be invoiced at time of shipping and will be subject to payment terms described above.

When ordering, please provide the following information:

1. Account number (if possible)
2. PO number
3. "Bill to" and/or "Ship to" and name and address
4. Complete SKU number(s) and description(s)
5. Special instructions , if required
6. Shipping instructions, please indicate: a. pick up or b. common carrier, provide name of carrier.
7. Special quote (SQ) # (if applicable)
8. For specials and custom quoted product, please indicate the custom quote # on your PO.

If changes are made to the quote, a new quote must be issued prior to submitting the order. It is the Purchaser's responsibility to determine that the information on the quote is correct. West Porch will not be responsible for the wrong product due to errors in the quote.

The above points will be checked by West Porch for accuracy. West Porch will process orders using the SKUs provided by the Purchaser. Price discrepancy is the responsibility of the Purchaser. The Purchaser must notify West Porch prior to invoicing.

The Purchaser is responsible for providing correct information when placing an order. Orders with missing/incorrect information will be put on hold until all information is complete. Orders will be scheduled for manufacturing upon receipt of complete information.

Specifications and application drawing may be requested to be supplied for examination prior to approval.

Deposit on Special Orders

Orders for nonstandard products may, at West Porch's discretion, require deposit prior to scheduling of production, the amount of the deposit being credited against the total price of the project.

Changes and Cancellation

After the date of West Porch's acknowledgment of the Purchaser's order, the order may not be changed or canceled by the Purchaser without the written consent of West Porch.

West Porch reserves the right to cancel an order at any time if the Special Order is in the sole judgment of West Porch, inadequate for any reason.

Errors and Omissions

All quotations, acknowledgments and invoices are subject to corrections for any errors and omissions.

Powder Coat Colors

Slight variations in color may occur between powder coat lots. Although West Porch attempts to minimize these variances, they do occur and must be accepted as normal and will not be considered defects.

Delays

West Porch's order acknowledgement will state a shipping date which West Porch best estimates at the time the order is acknowledged. However, West Porch shall not incur any obligation or liability to Purchaser for failure to ship by specified date unless West Porch has agreed to an unequivocal, firm shipping date in a separately signed written document executed by its authorized personnel at its head office. In addition, West Porch shall not be liable for any loss or damage resulting from any delay or failure in shipment or other failure to perform all or any part of the agreement between the parties with respect to the goods shown on the face of the order acknowledgments where such delay, failure, loss or damage is the proximate result of any act or any governmental authority or political subdivision thereof, revolution, riot, civil disorder or disturbance, act of enemies, delay or default in transportation, strike disputes among or between labor unions or other labor disputes, delay or inability in obtaining materials and facilities, fire, flood, act of God or any cause not within the reasonable control of West Porch, whether of the class of causes enumerated or otherwise. Without limiting the generality of the foregoing, West Porch may, without causing breach or incurring liability, allocate goods which are in short supply, irrespective of the reasons therefore, among purchasers, in any manner which West Porch, in its sole discretion, deems advisable.

Suspension

In the event that the Purchaser defaults in the payment of any sum due to West Porch, or in the event the Purchaser's financial condition becomes unsatisfactory to West Porch, West Porch shall have the right to defer or discontinue shipment of any goods until such time as the default is cured or the Purchaser provides assurance of payment to West Porch.

Shipments

Purchaser must select, at time of order entry, one of two methods of freight payment. West Porch will make no end-user shipments unless special arrangements have been made.

- 1) F.O.B. point of shipment, freight collect - pick up and common carrier.
- 2) F.O.B. point of shipment, freight prepaid and invoiced to purchaser.

The Purchaser will determine the method of transportation and routing of shipment. In the event that the purchaser does not specify method and routing, West Porch will have shipments expedited in the manner deemed appropriate.

F.O.B.

F.O.B. point is West Porch's factory, Toronto, Ontario, Canada.

Back Charges

West Porch will not accept charges for expense incurred by the Purchaser in expediting shipments. West Porch will not accept charges for the repair of damage by others.

Service

Service problems are normally handled by the West Porch's authorized dealer, as appropriate. Where this cannot be accomplished on a local level, service problems should be referred to West Porch's Customer Service Department.

Storage

In the event Purchaser requests postponement of delivery beyond the scheduled shipping date after the goods have become work in progress, or at the time when West Porch is then about to make shipment, West Porch may transfer the goods to storage for Purchaser's account and at Purchaser's risk and expense. Such transfer to storage shall be deemed delivered to the Purchaser for all purposes, including invoicing and payment.

Claims

All goods are sold F.O.B. plant. West Porch is not responsible for damage which occurs in transit or in storage. The carrier signs for all goods received in apparently good order. It is the Purchaser's responsibility to examine goods upon receipt and to file any claims with the carrier for losses or damage to the product occurring during transit, including concealed damage. Any claims made against West Porch for apparent defects, errors or shortages must be made by the purchaser in writing within 15 working days after any delivery. Failure by the Purchaser to do so shall constitute acceptance of the goods and a waiver of any apparent defects, errors or shortages.

Installation

West Porch requires the use of a certified installer when installing West Porch's products and systems so as to avoid any installation misrepresentations and/or unnecessary delivery and installation claims.

Customer assumes full responsibility for the attachment method of countertop surfaces and appliances which were not purchased as part of a complete cabinet assembly. Failure to secure the countertop surface capable of supporting the load capacity listed may result in property damage and/or personal injury. Customer agrees to indemnify and hold harmless West Porch, its affiliates, subsidiaries, officers, directors, employees and shareholders (collectively "West Porch") from and against any lawsuits or threat of lawsuits and all liabilities, direct or implied, claims, proceedings, actions, causes of action, damages, losses, costs and expenses, including, without limitation, legal fees whatsoever which West Porch may suffer or incur as a result of fulfilling your product order. Customer acknowledges that this product order will not be covered under West Porch's Warranty.

Returns

No returns of goods will be accepted without written consent and shipping instruction of West Porch. Special order items are in no event subject to return. All returns must be approved and

authorized in writing by West Porch Customer Service. West Porch reserves the right to refuse delivery of any unauthorized returns.

Tolerances

All dimensions must be limited by a specified tolerance. When not specified it is understood that West Porch's normal tolerances and standards shall apply. When the purchaser has submitted his own plans and/or specifications, West Porch will not be responsible for the design and fitting of parts. The conforming of West Porch products to the specified tolerance is sufficient evidence as to the correctness of the product. Standards of finish, quality and appearance shall, unless specified in writing, be the normal standards of West Porch.

Design

Designs and specifications are subject to change, discontinuance or additions without notice.