

# Conditions of Sale

AYRSONICS Inc. (AYRSONICS) reserves the right to make changes at any time and without prior notice: to prices, colors, materials, specifications and models offered in the price list.

AYRSONICS invoices all orders in the currency indicated on the Order Confirmation. The prices shown in the AYRSONICS price list do not include any provincial, federal, or local taxes. They do not include value added, HST or other like taxes which may now or hereafter be applicable to, or imposed upon the transaction: or on any services performed in connection with the transaction.

If shipping date requested is more than 90 days from date of order, AYRSONICS shall have the right to use the published list price effective at the time of shipments.

Not included in the list price is special or export packing, freight, unpacking or installation. Orders are invoiced at the time of shipment.

Terms of payment are 50% with order and payment of the full balance at time of shipment.

Any products sold shall remain the property of AYRSONICS and shall remain its property until fully paid for. The Purchaser agrees to perform all acts which may be necessary to assure retention of title to such products to AYRSONICS, 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 EX WORKS 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.

## TAXES

All sales, use, excise and other applicable taxes (excluding only taxes on the net income of the company) are the Purchaser's responsibility and will be invoiced to the Purchaser. If Purchaser claims an exemption from such taxes, it shall be the Purchaser's responsibility to furnish an appropriate exemption certificate to AYRSONICS with the order.

## ORDER INFORMATION

AYRSONICS requires that all orders be submitted in writing with details drawings to avoid errors and/or duplication. Orders will be acknowledged with AYRSONICS acknowledgement which will describe the items to be shipped. The purchaser shall ascertain that they are correct. If not, the purchaser shall notify AYRSONICS immediately by email or telephone followed by an email confirmation within 2 working days. The acknowledgement shows approximate shipping date of items ordered. Shipping dates are assigned to orders based on the item having the longest manufacturing lead time. Orders with missing or incorrect information (color selections etc.) will be scheduled for manufacturing upon written confirmation of the outstanding order details and correct information. 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.

## MINIMUM ORDERS

All orders are subject to a minimum net charge of \$250.00.

## CHANGES AND CANCELLATIONS

After AYRSONICS acknowledgement of a Purchaser's order, the order may not be changed or cancelled by Purchaser without the written consent AYRSONICS. Special order items and already in production are not eligible to change or cancellation under any circumstances. All sheet goods are considered to be in production once they are cut. Other standard items already in production are subject to a minimum 50% cancellation charge. AYRSONICS reserves the right to cancel an order at any time.

## DEPOSIT ON SPECIAL ORDERS

Order for non-standard products require 50% deposit prior to the scheduling of production: the amount of the deposit being credited against the total price of the project.

## SHIPMENT

Purchaser must select, at time of order entry, one of two methods of freight payment:  
1) EX WORKS point of shipment, freight collect  
2) EX WORKS point of shipment, freight pre-paid and invoiced to Purchaser.

## METHOD OF SHIPPING AND ROUTING

AYRSONICS reserves the right to select the method of transportation and carrier of choice for any shipment. If product is shipped to the customers or dealers dock, such docking facilities shall be equipped to handle a 53' tractor-trailer with appropriate personnel to off-load the truck. Neither AYRSONICS nor the carrier is responsible for offloading the truck. Product that cannot be delivered as above may be delivered to a warehouse, with redelivery at the purchaser's expense.

## CODE RESTRICTIONS

All ezoBord products may be subject to fire and/or building codes applicable to the specific purpose they are being purchased for. However, since codes may vary from area to area, the Purchaser is solely responsible for the proper application of the purchased ezoBord items within the limitation of such codes.

## SERVICE

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

## STORAGE

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

## LEAD TIMES

Lead times are as follows:

- Sheet Goods: 1-2 weeks
- Standard Products: 4 weeks
- Custom Products: 6-8 weeks upon approved drawings being received.

Average lead time subject to confirmation at the time of ordering. Confirm with customer service.

Canada	Ayrsonics Inc.	825 Trillium Dr., Kitchener ON N2R 1J9
USA	Vervia Inc.	325 Corporate Dr., Elgin, IL 60123
UK	ezoBord UK Ltd.	3 Lloyd Rd Broadstairs, CT10 1HY, England

844 441 1122	sales@ayrsonics.com
847 379 1822	info@vervia.net
+ 44 798111236	sales_uk@ezobord.com

## DELAYS

AYRSONICS acknowledgement will state a shipping date which is AYRSONICS best estimate at the time the order is acknowledged. However, AYRSONICS shall not incur any obligation or liability to Purchaser for failure to ship by specified date unless AYRSONICS 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, AYRSONICS shall not be liable for any loss or damage resulting from any delay or failure in shipment or order failure to perform all or any part of the agreement between the parties with respect to the goods shown on the face of acknowledgement where such delay, failure, loss or damage is the proximate result of any act of any government 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 material and facilities, fire, flood, act of God or any cause not within the reasonable control of the company, whether of the class of causes enumerated or otherwise. Without limiting the generality of the foregoing, AYRSONICS 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 AYRSONICS, in its sole discretion, deems advisable.

## SUSPENSION

In the event that the Purchaser defaults in the payment of any sum due AYRSONICS, or in the event the Purchaser's financial condition becomes unsatisfactory to AYRSONICS, AYRSONICS shall have a right, at its option, upon notice to the Purchaser, to defer or discontinue shipment of any goods until such time as of payment to AYRSONICS in such form, content and/or amounts as AYRSONICS, in its sole discretion, deems adequate.

## BACK CHARGES

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

## FREIGHT CLAIMS

All goods are sold EX WORKS plant, AYRSONICS 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. The Purchaser is advised to notify and file claims for any concealed damage to the products in accordance with the carrier's terms and conditions, within 5 days of delivery. All packaging should be retained for inspection by the carrier. Failure by the Purchaser to make any claim against AYRSONICS within FIVE (5) days shall constitute acceptance of the goods and a waiver of any apparent defects, error or shortages.

## INSTALLATION CHARGE BACKS

AYRSONICS will not accept, in part or in whole, for any reason, any installation cost charge backs on products shipped without its explicit prior written approval. Any costs incurred by the customer for installation of goods sold, without such prior written approval will be at the customer's sole expense.

## RETURNS

No returns of goods will be accepted without consent and shipping instruction from AYRSONICS. A minimum restocking charge of 50% is made on all authorized returns for credit or refund, provided goods are received by AYRSONICS in the condition in which they left the factory. No credit will be given if goods cannot be reused. Special order items are in no event subject to return.

## TOLERANCES

All dimensions must be limited by a specified tolerance. When not specified it is understood that AYRSONICS normal tolerances and standards shall apply. Dimensions in the ezoBord price list are shown in both inches and mm. The metric dimensions are the more accurate, that is, imperial dimensions may be rounded up or down. When Purchaser has submitted own plans and/or specifications, AYRSONICS will not be responsible for the design and fitting of parts. The conforming of AYRSONICS 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 AYRSONICS.

## OFFER OF SALE

Possession of this price list or any other literature shall not imply the company's willingness to sell to the holders and shall not be constructed as a direct offer of sale.

## APPLICATION OF STANDARD TERMS

Sales of ezoBord products are made only on AYRSONICS standard terms and conditions of sale which are contained in the Price & Product Guide and in AYRSONICS order acknowledgements. Any item or condition contained in any purchase order, (or other form used by Purchaser to order goods,) which is different from AYRSONICS standard terms and conditions shall not apply.

## LIMITED WARRANTY

AYRSONICS warrants the construction and the finish of all our products to be free from defects in materials and workmanship for a period of 1 year from the date of purchase. This warranty does not apply to components not manufactured by AYRSONICS which are subject to the specific warranties of those manufacturers, if any.

AYRSONICS cannot be held responsible for variations in dye lot from order to order. All ezoBord sheet goods are subject to a reasonable degree of variation in colour and this possibility should be expected by the purchaser. Repair or replacement of any defective component covered by the AYRSONICS warranty will be made at no charge to the original purchaser during the warranty period. Labor required to facilitate the repair or replacement will be the responsibility of the original selling dealer. This warranty policy does not apply to defects resulting from negligence, misuse, alteration, improper cleaning, stains or accidents. AYRSONICS judgement will be final in all matters concerning the condition of the products, the cause or nature of the defect, and the necessity or manner of repair.

This warranty applies to products sold in Canada only, and is made only to the original purchasers acquiring our products through authorized dealers, directly from AYRSONICS, or from others specifically authorized to sell our products.

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