

Imperial Productions & Distribution Inc. Sales & Freight Policies

Imperial Productions & Distribution Inc. hereinafter "Imperial" Imperial does not manufacture goods, Imperial is a Product distributor.

- 1) **Client Privacy:** Client personal data is never traded, rented or sold. No credit card information is put on a computer. Imperial communicates with client or client's authorized representative only. No competitors are supplied with client's quotes. **Imperial is CPAT compliant.**
- 2) **Product Advise & Data:** Any advise recommended by Imperial is believed to be reliable. Imperial does not make any warranty expressed or implied for the fitness of particular products or their suitability in application or the results obtained; this must come from local professionals such as contractors, structural engineers, registered designers or architects. The client or their tradesperson must test and verify product use and suitability for themselves. Imperial does not sell finished goods only architectural components. Imperial does not supply or sell integration hardware or install services.
- 3) **Quotes:** All quotes are in writing, valid for 10 days. Verbal quotes do not constitute contracts. Quotes become orders once payment is authorized and confirmed. Quote & Payment forms must be signed and faxed back per transaction - no verbal orders are accepted. Imperial is not liable for time delays caused by the quoting process. Delivery times take effect from the date of confirmed payment, not the quote date.
- 4) **Prices:** All prices and specifications are subject to change without notice. Prices do not include Taxes, Duties or Freight. US & global sales are quoted & charged in US\$. Canadian sales are quoted & charged in Canadian\$. Trade pricing is available for pre-authorized Trade clients with volume.
- 4a) **Duties:** Under NAFTA all items made in Canada/Mexico/USA are duty free. Brokerage may apply to exported or imported items for Border Customs clearance. If at any time duties are imposed, they are the responsibility of the client (importer).
- 4b) **Taxes:** Prices do not include local or national taxes. Client is responsible for all tax submissions unless quoted where Imperial is obligated by law to charge taxes in a given jurisdiction. Any retroactive taxes are the client's responsibility.
- 4c) **Payment:** Payments are made by Visa / MasterCard, Direct Bank Transfers Certified checks, cash, Money orders, Letter of Credit. We do not accepted non-certified checks. Ownership reverts to client upon full payment of shipped goods. Non-claimed items are subject to storage fees.
- 4d) **Credit:** Credit is granted to approved Trade clients only. Credit applications are available for repeat clients; all are subject to credit approval by our credit committee. Credit is not implied or granted verbally. No salesperson, representative, agent, or employee is authorized to alter terms stipulated by our credit department. Interest set at 2%/month 26% per annum for overdue accounts.
- 5) **Orders:** Minimum orders varies as per product, set up charges may apply. **Custom Orders all sales are Final** and prepaid in full before production. They are not returnable and cannot be cancelled. Expect longer delivery times for custom orders. **Order Changes** must be presented to Imperial in writing. There is no guarantee changes can be made to product or freight changes complied with. Any freight changes will be charged to the client immediately.
- 6) **Delivery Times:** Imperial will provide an approximate estimate of delivery time for a product. These estimates are not guaranteed. Manufacturing, Freight, & Customs can effect delivery times. Imperial guarantees delivery times only through a separate insured legal contract - bonding charges apply.
- 7) **Inventory Levels:** Commonly ordered products are stocked. Not all products are available as inventory items as they are custom made at time of order, or can be sold out from time to time. Availability & timelines are on quotes.
- 8) **Freight:** Prices are FOB manufacturer's factory or FOB Canadian Warehouse or FOB NY warehouse.
- Freight Claims for Goods Damaged or Lost in Transit:** All sales are EXW warehouse. All items are inspected prior to shipping. When the carrier accepts product, all risk reverts to the purchaser. Imperial is not responsible for any damage that incurs in transit, concealed or otherwise or construction delays caused by the carrier. All goods should be unpacked and inspected immediately upon receipt. Any and all damages should be noted on the Bill of Lading when product is delivered. If the client gives the transportation company a clear receipt for goods received that have been damaged or lost in transit, the client does so at their own risk and expense. All claims are with the freight carrier not Imperial. For most freight carriers, claims must be made within 8 working days. **Refused Goods and in Transit Storage Fees** are the responsibility of the client and will be charged immediately.
- 8a) **Crating:** Fragile or large item require crating - extra charges will apply.
- 9) **Warranty & Guarantees:** are with the product's respective manufacturers. Product specifications are those of the manufacturer.
- 9a) **Claims:** In order to claim warranty, we recommend taking digital photos of the item in question and emailing it to us with a short note of explanation. Upon receipt, Imperial will forward your claim to the respective manufacturer. Before issuing an Return Authorization number, we must get approval from the manufacturer that they will honor the claim. Some manufacturers reserve the right to repair the product. All shipping for warranty claims are the responsibility of the client not Imperial.
- 10) **Open boxes within 15 days of delivery:** Inspect for damages and report any discrepancies. No adjustments will be made for discrepancies not reported within 15 days of receipt.
- 11) **Return Policy:** No product can be returned without a RAN number (return authorization number). Clearly mark the RAN number on the outside of all packages. Any product will not be credited if it is marked on, modified, exposed to sun or moisture, have sheetrock, mud, primer stain or job site damage. There are no cash refunds, a credit note will be issued. Custom orders cannot be returned. Stock item returns are subject to 25% restocking charge, no returns after 10 days from the date of invoice. Authorized returns are FOB New York warehouse or Toronto Warehouse, or manufacturing facility for factory direct products. Freight charges for returns are the responsibility of the client.
- 12) **Products: Photos:** All material photos close representations only and may vary in appearance and color in this brochure
- Sizes:** All product sizes are approximate only and may change without prior notice.
- Availability:** Products change from time to time and may be discontinued due to factors beyond our control or marketing decisions.
- Stocking levels** vary constantly, approximate time frames are on all quotes.
- Reference Material: Refer to ImperialProduction.com for expanded product specifications, email or call for more information.
- Load Bearing Products:** Load bearing capacity is approximate as specified by the manufacturer. Check with your own structural engineer.
- Fire Rating & Building Code:** All products have various fire ratings and code compliance. Check with your local building codes for suitability.

E&OE All policies are subject to change without notice. Sept 1, 2009



www.imperialproduction.com

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