

Bollard Standard Terms

Reliance Foundry Co. Ltd. (hereinafter referred to as "The Company") Standard Terms and Conditions of Sale (hereinafter referred to as "Standard Terms") shall govern all sales transactions. The Customer's Purchase Order shall not be binding on The Company, and acceptance of Customer's Purchase Order is expressly made conditional on Customer's acceptance of The Company's Standard Terms as set forth herein (or as amended and published from time-to-time by The Company). The Company's Standard Terms may not be varied, except in writing signed by an officer of The Company.

Warranty

See separate document entitled "[Bollard Warranty](#)" which is incorporated herein by reference. It is understood that no other Warranty conditions stated by the Customer shall be binding on The Company unless specifically agreed to in writing by The Company. The Company reserves the right to change or improve the design of any of its products without assuming any obligation to modify any product previously manufactured.

Prices

Unless otherwise stated, formal price quotations will be valid for a period of thirty (30) days. All prices found on The Company's price lists are subject to change without notice. All quotations, bids, contracts and orders are subject to the final written approval, acceptance and/or confirmation by The Company, in accordance with these Standard Terms.

Acceptance of Orders

No order placed with The Company shall be considered accepted until officially confirmed in writing by The Company. No custom, practice, or course of prior dealings between the parties and no usage of trade shall modify or otherwise affect these Standard Terms or The Company's written order confirmation.

Freight

All goods are shipped F.O.B. shipping point (Surrey, B.C., Canada). Shipping and handling fees for orders that are refused, unclaimed, and returned to The Company are the responsibility of the customer. Re-delivery of orders will incur additional fees. Once an order has left The Company's shipping point, freight & delivery charges are a non-refundable fee. Shipments should be inspected by the purchaser immediately upon receipt for transportation loss or damage, and any necessary claim entered promptly with the carrier.

Delivery

All shipment/delivery dates on The Company's quotes or order confirmations represent The Company's best approximation of probable dates, and are not guaranteed. Reliance Foundry is not responsible for indirect, special or consequential damages, losses, costs or inconvenience to the Customer for any cause arising from the sale of products to the Customer, or delay in delivery of products to the Customer, when such are due to labor disputes, unforeseen production delays, manufacturing equipment failures, credit processing, unforeseen third-party shipping delays, delays in customs processing while shipment(s) cross international borders, natural disasters, or any other cause beyond its control.

Taxes

Federal, State or Provincial Sales taxes are not included in published pricing or formal price quotes.

Proper Product Application

Products should be stored, installed, used and maintained in accordance with applicable instructions and specifications published by the Company; copies of instructions and specifications can be obtained from The Company at any time. The Company is not responsible for any product modified or altered without prior written authorization from The Company.

Return Goods

All requests for the return of standard product must be made within ninety (90) days of the date of invoice, and will only be accepted if undamaged and in resalable condition. Orders accepted by The Company for customized, modified or specifically produced items are non-cancellable and said items are non-returnable.

Cancellations

Cancellation by Customer of any acknowledged order shall be subject to cancellation charges and/or a re-stocking fee at The Company's discretion.

Indemnification

The Customer will protect and indemnify The Company against all claims of infringement of patents, designs, copyrights, trademarks or trade names with respect to any products manufactured wholly or in part to the customer's designs or specifications.