



Terms & Condition of Sale

CiF Lab Solutions, LP (CiF) will submit a Proposal to Buyer based solely on the documents, terms, and conditions stated within such Proposal.

CiF will only accept an order from the Buyer based strictly on the Proposal. Any requirements, terms and/or conditions contained in a Purchase Order or Contract issued by Buyer, or Buyer's Agent, which are in addition to or conflict with the Proposal, are rejected. It is expressly understood that CiF will not be bound to any other requirements, terms and/or conditions than those contained in the Proposal. Buyer's acceptance of the proposed price constitutes its acceptance of the terms & conditions. Buyer will issue all Purchase Orders or Contracts in accordance with the Proposal.

Unless stated otherwise in this Proposal, all prices quoted are U.S. Dollars.

This Proposal is based on the Delivery and Phasing information provided by the Buyer. CiF reserves the right to review pricing if the schedule is delayed or additional phases are required.

Freight charges are only included if identified as a separate line item on our Proposal. Quoted freight charges are based on the Delivery and Phasing information provided by the Buyer at time of Quotation, and as detailed on our Proposal. If additional shipments are required to accommodate additional phases, extra incurred freight costs will be added to the invoice submitted to the Buyer, and Buyer will recognize and honor payment for such costs.

Shop Drawings are not included, unless specifically identified in our Proposal. If Shop Drawings are included, CiF is to receive Architect's CAD drawings and no charge to CiF.

CiF does not accept any liability for any type of actual, consequential and/or liquidated damages incurred by the Buyer for any reason whatsoever unless specifically defined within this Proposal.

Due to rapid changes in production levels and customer requirements, CiF cannot commence fabrication nor commit to a specific schedule until it has received an acceptable Purchase Order or Contract, approved drawings as may be applicable, color selection, clarifications to issues raised, and verified/guaranteed building dimensions. CiF will provide an anticipated ship date to Buyer once this information has been received.

CiF will ship materials in accordance with a mutually agreeable schedule, subject to delays caused beyond CiF's control. CiF will schedule fabrication of materials based on available production capacity. If CiF is delayed due to causes beyond its control, the order will be rescheduled to the next available production capacity. Costs incurred by CiF due to any delay caused by Buyer, Buyer's Agent, Buyer's customer, or other entity working in conjunction with the Buyer will be reimbursed to CiF by the Buyer upon presentation of reasonable supporting documentation.

CiF shall not be liable for any loss, damages, or delay attributed to, including but not limited to: Actions of the government, Labor strikes, lockouts or labor shortages, Material shortages, Fire, Explosion, Floods, Riot, Malicious mischief, or Acts of God.



CiF does not include any taxes, manufacture's processing fees, custom duties or excise fees unless specifically identified in its Proposal. To the extent such taxes, fees & duties are required by applicable law or government regulation, CiF will include such additional costs as a separate line item when invoicing the Buyer and Buyer will recognize and honor payment for such costs.

Buyer will pay CiF for materials shipped and/or services performed no later than thirty (30) calendar days after the invoice date. Prices quoted by CiF in the Proposal are based on no retainer being withheld and payment being received within the thirty (30) day period. All sums not paid within the thirty (30) day period are subject to interest at a rate of 1-1/2% per month from the date due until the invoice amount and applicable interest charges have been received by CiF. Buyer's failure to make timely payment may result in the suspension of fabrication and/or shipment of any other order CiF is processing for Buyer. Payments will be made in U.S. Dollars.

CiF is not responsible for any type of back charges unless the Buyer provides written notice explaining the problem within seven (7) calendar days after first identifying the circumstances involving the problem, otherwise Buyer's claim shall be waived. CiF shall be given reasonable time to remedy the described problem before Buyer takes action, unless immediate threat of personal injury or property damage exists.

Buyer recognizes and accepts that the materials proposed by CiF are custom fabricated products and are not a stocked item(s). Cancellation of an order by Buyer can only occur prior to the commencement of fabrication. Cancellation prior to fabrication will be subject to a 15% service charge to cover the cost of processing the order and subsequent cancellation.

CiF will base its Proposal on performing its work during regularly scheduled working hours. Should Buyer require the work to be accelerated, and should CiF be able to comply through the use of overtime, additional shifts, and/or other extraordinary efforts, Buyer will reimburse CiF for all costs incurred resulting from such actions.

All products and services sold in conjunction with the Proposal shall conform to CiF's standards and specifications. All products are subject to tolerances and variations consistent with usages of trade and uniform manufacturing practices concerning color, dimension, weight, straightness, sections, composition, and chemical properties. Buyer understands and accepts that there are normal variations in surface, internal conditions, and quality and that the products proposed may vary within the range accepted as conforming within the trade.

CiF will repair or replace, based on its own determination, any product found to be defective within one year of acceptance. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. CiF shall not be liable for any special, incidental, or consequential damages. Warranty does not extend to damage caused by improper handling, installation and/or maintenance of the products, or alterations, abuse and/or misuse of products occurring after shipment. Specific details concerning the warranty can provided upon request.

Delivery shall not be scheduled until the site has a Climate Controlled Environment with acceptable Relative Humidity levels and temperature conditions as defined by Architectural Woodwork Standards, Edition 2. All wet work shall be dry, all overhead work complete and area to be broom clean prior to delivery. Adverse conditions not in accordance with AWS guidelines will void the warranty.



Buyer shall reimburse CiF for all reasonable administrative and legal costs incurred to enforce any portion of an eventual Purchase Order or Contract resulting from a Proposal, including costs associated with the collection of unpaid amounts.

Materials purchased, without being installed by CiF, shall be inventoried by the Buyer within seven (7) calendar days after receipt of shipment. Buyer will inventory all products and inspect all products for damage. CiF will replace any product which was not received, received damaged or incorrectly manufactured if reported within seven (7) day period and CiF was solely responsible for the problem experienced by the Buyer.

Processing and/or shipment of the Buyer's order will be subject to credit approval by CiF.