



Rev: FEB 2021/KH/HB/LM/UW/HB/MR

## Standard Terms and Conditions of Sale

### Definitions and Preamble:

These terms and conditions govern the sale of Products ("Product" or "Products") and provisions of services ("Services") by U2 Fasteners ("Seller", "U2") as well as by third party vendors and/or service providers of Seller. These terms and conditions ("Agreement") take precedence over Buyer's supplemental or conflicting terms and conditions to which notice of objection is hereby given. Neither Seller's commencement of performance or delivery shall be deemed or construed as acceptance of Buyer's supplemental or conflicting terms and conditions. U2 Fasteners' failure to object to conflicting or additional terms will not change or add to the terms of this agreement. Buyer's acceptance of the Products and/or Services from Seller shall be deemed to constitute acceptance of the terms and conditions contained herein.

### 1. New Customer Registration and Credit Check

New Customers will be set up at the discretion of U2 management, and only after completing a credit check deemed acceptable by U2.

U2 does not sell direct to "end users of fasteners" outside of Canada owing to complications related to levying and remitting sales tax to jurisdictions outside Canada. However, U2 gladly entertains customer inquiries for "where to buy" U2 product ( [sales@u2fasteners.com](mailto:sales@u2fasteners.com) ), and will direct end users to a qualified re-seller.

**Online Sales:** U2 does not (itself) sell on-line at this time (e.g., Amazon, EBay, Retail web sites, etc.) but will gladly assist its approved Customers in selling on-line. U2 may decide to sell on-line at some future date at its discretion. Sample product pages that may be used or adapted for on-line sales are available at [http://u2fasteners.ca/u2/product\\_pages/u2\\_products.html](http://u2fasteners.ca/u2/product_pages/u2_products.html) ) or by searching (Google, Bing, etc.) for a U2 stock code (e.g., U10103500B) or UPC (e.g., 696244700075).

U2 reserves the right to assign sales managers to each customer, and to manage which customers may buy product direct from U2 Fasteners. Buyer agrees to work with their assigned sales manager to order, promote and sell U2 Product.

U2 reserves the right to discontinue selling Product to Buyer at any time.

### 2. Customer Policy Information

The main deliverable from setting up new customers is a completed **Customer Policy Information document** – which is used to set up the Customer in the computer systems (SYSPRO + Extranet), and is shared with the Customer. The Customer Policy Information document includes:

- \* salesperson / agency assigned to the Customer
- \* contact information for the Customer (name, address, Federal ID# / E.I.N.),
- \* information about each of the Customer's shipping locations (address, phone, contact, etc.)
- \* Purchaser contact(s),
- \* Shipping / Receiver contact(s),
- \* Accounts Payable contact(s),
- \* Discounts: for Regular orders and Drop Ship Orders,
- \* Freight PrePaid amounts for: regular orders and drop ship orders,
- \* Minimum Order Value,
- \* Payment Terms, and
- \* related information.

Customers must communicate changes to information on the Customer Policy Information document (e.g., address changes, contact people, etc.) in a timely fashion.



U2 Fasteners will change the discounts, freight pre-paid amounts, minimum order value, and payment terms at the sole discretion of U2 Management. However, when changes are made, U2 Fasteners will contact the Customer to explain the changes and ensure clear communications exist.

A sample of this form is included with this document.

### 3. Orders

U2 Fasteners will accept orders by Email ( [orders@u2fasteners.com](mailto:orders@u2fasteners.com) ), Fax ( <tel:1-807-623-6224> ), SMS (future), EDI (Electronic Data Interchange - computer-to-computer, X12 or similar), and via the U2 Web Order program. Customers are urged to use: the Excel Spreadsheet Order form ( available on request – also see: <http://www.u2fasteners.com/Pricelist.htm> for current pricing ), or the Web Order program ( <http://u2fasteners.ca> ) as these two mechanisms are most likely to have current pricing.

Information about each Customer's stock codes and their mapping to U2 Fasteners stock codes would be appreciated. This helps U2 staff when they enter the order, and it makes it possible for customers to use their own stock codes when using the U2 Web Ordering program.

All orders must identify the products (U2 stock code), unit quantities, part numbers, applicable prices, special instructions, and requested delivery dates of the products being purchased.

All orders placed must meet a minimum amount as set out on the Customer Policy Information Sheet.

All orders placed by Buyer are subject to acceptance by Seller. Orders may not be cancelled or rescheduled without Seller's written consent.

U2 strives to ship products within 72 business hours of entering the order into the computer – unless otherwise negotiated. Seller may in its sole discretion allocate Product among its Customers. Seller may designate certain Products and Services as non-cancelable, and / or non-returnable; and the sale of such Products shall be subject to any special terms and conditions contained in the Order Confirmation.

U2 reserves the right to fill orders by having a (wholesale) partner send/ship some or part of an order from their warehouse. This provision can facilitate rush orders (where the partner organization is located closer to the customer), and it helps U2 manage its stock.

U2 assumes Buyer will accept back orders unless otherwise instructed by Buyer. Back orders will be delivered (freight pre-paid) when Product becomes available.

U2 accepts phone calls from customers during normal business orders: Monday – Friday 8:30AM EDT – 5:00PM EDT.

### 4. Order Confirmations and Invoices

After an order is entered into the computer, an Order Confirmation is sent via email to the purchaser(s) on file.

All pricing (including discounts) is confirmed on the order confirmations.

**It is the Customer's responsibility to review the Order Confirmation (items ordered, quantities, pricing offered, etc.) and report any discrepancies to U2 Fasteners immediately.**

Just after shipping, Seller will send invoice and tracking information to email addresses supplied by Buyer.



## 5. Prices

Prices are subject to change without notice. The best sources of current pricing information are: <http://u2fasteners.com/Pricelist.htm>, the latest Excel order sheet, and the web order mechanism (for existing customers who have been set up) at <https://www.u2fasteners.ca>. Customers may also call for latest pricing.

When necessary (higher costs of raw materials, higher shipping costs, etc.), price changes will be imposed.

Seller will strive to provide 30 to 60 days notice of an upcoming price change to all its Buyers.

Seller publishes a MSRP (manufacturers' suggested retail price) for all of its goods. Pricing is derived from MSRP's using a waterfall discount model (e.g., less 20% - less 10%).

Seller strives to ensure that all players in the supply chain make money by selling U2 Product.

## 6. Taxes, Freight, Insurance

Seller will pay the freight and insurance costs for all orders placed by the Buyer provided "freight pre-paid" minimum net values (after discount) are met. If "freight pre-paid" values are not met, this will be clearly marked on Order Confirmations, and the Buyer will be responsible for freight and insurance costs.

Seller (U2 Fasteners) is responsible for customs and brokerage fees for all shipped Product.

Unless otherwise agreed to in writing by Seller, all prices quoted are exclusive all taxes including federal, state and local sales, excise and value added, goods and services taxes, and any other taxes. Buyer agrees to indemnify and hold Seller harmless for any liability for tax in connection with the sale, as well as the collection or withholding thereof, including penalties and interest thereon. When applicable, transportation and taxes shall appear as separate items on Seller's invoice.

## 7. Payment

Payment may be made by: cheque (preferred), ACH (automatic clearing house) payment, wire, or (in limited circumstances) credit card (Visa or Mastercard). All fees for use of different payment mechanisms (e.g., wire transfer fee levied by bank, ACH fee, ) are the responsibility of the Buyer. If Buyer is using ACH or wire, remittance information for each payment should be sent to [accounting@u2fasteners.com](mailto:accounting@u2fasteners.com)

Buyer may request a **"How to Pay" document** with Seller banking particulars by sending an email request to [accounting@u2fasteners.com](mailto:accounting@u2fasteners.com)

Credit card payment is not favoured owing to high fees charged by credit card providers. Invoices with a value of less than \$1,000.00 may be paid by credit card. However, credit card payments may be accepted at the discretion of U2 management for some purchases. If Buyer wishes to explore regular use of credit cards for payment, a credit card surcharge (estimated at 3% - 5%) could be negotiated with U2 management.

Seller will send statements via email at the beginning of each month to email addresses provided by Buyer.

Most Buyers are eligible for an **early payment discount** (currently 1%) **if payment is sent within 10 days of the shipment date of the goods**. (1% 10 net 30) terms. Standard terms for each customer appear on the monthly statements. Customers should not confuse the early payment discount with regular account discounts. **Paying more than 10 days after the shipment date and claiming the early payment discount is not allowed.**



Seller may (at its discretion) impose interest at the rate of 2% per month for payments later than 30 days from date of shipment.

If Buyer is in arrears, Seller reserves the right to change or withdraw credit, and thereby suspend or cancel performance under any or all purchase orders or agreements in which Seller has extended credit to Buyer. (customer on hold)

In the event of default by Buyer, Seller shall be entitled to costs, fees, and expenses, including but not limited to recovery of attorney fees, courts costs, and collection costs.

## 8. Delivery and Title

LTL (less than truck load) freight is the preferred mechanism for shipping goods to Buyer. However, small parcel services (e.g., FEDEX, Purolator, UPS) are also used.

Buyer may request that Seller use the Buyers' account and shipping terms (e.g., ground, over-night air, etc.) at their discretion. When this is the case, Buyer will pay the shipping costs for the items sent this way.

Deliveries where U2 pays the freight are DDP (inco term: Delivered Duty Paid). Title and risk of loss pass to the customer when the customer receives them at the ShipTo address on the invoice.

Deliveries where the customer pays the freight are FCA (inco term: Free Carrier). Title and risk of loss pass to the customer when the Seller delivers the goods to the carrier.

Seller's delivery dates are estimates only, and Seller is not liable for delays in delivery or for failure to perform due to causes beyond the reasonable control of the Seller.

## 9. Freight Claims

Claims for lost or damaged goods must be reported within 24 hours of delivery and marked on the carrier's delivery form. Pictures of damaged items should be sent to [orders@u2fasteners.com](mailto:orders@u2fasteners.com)

## 10. Opening Order Guaranteed Sale Policy

Seller takes great pride in its world class, premium, independently tested fasteners. New Buyers may take advantage of the "Opening Order Guaranteed Sales Policy" as follows:

In order to be eligible for a **credit memo refund** (on future purchases), Buyer must demonstrate that it has:

- \* provided U2 product information and training on U2 Product features to its sales staff
- \* displayed U2 product in its retail locations, or ensured that U2 products were displayed in the retail locations of its' customers
- \* included U2 product in its promotional materials
- \* made a good effort to sell U2 products to its' customers

Requests for the credit memo refund must be made to U2 Fasteners within 6 months of an opening order, and this offer is limited to items on the opening order(s) – as marked on U2 invoices.

Any products being refunded are subject to "Returns, Refunds and Exchanges" (next).



## 11. Returns, Refunds and Exchanges

Buyers / Customers outside of Canada should note that the cost of shipping product across the (US/Canada) border is prohibitive. Therefore, when a return is merited, every effort will be made to re-sell product to another U2 Customer in their country. Unless otherwise agreed and stated, the cost of moving the returned product to another location is the responsibility of the Buyer.

The product must be:

- \* in original packages,
- \* in re-sellable condition, and
- \* undamaged in any way.

Seller will issue a "Return Material Authorization Number" (RMA#) for Product approved for a return, refund or exchange. As part of the process of providing an RMA#, Seller will verify that Buyer did purchase this item by identifying the sales invoice sent to Buyer.

**Warranty Returns / Defective Products:** the original purchaser must return the defective screws, photos of the project in which failure occurred, and the purchase receipt from the retailer where the screws were bought to: [sales@u2fasteners.com](mailto:sales@u2fasteners.com) ATTN Swen

**Opening Order Guarantee Products:** The RMA will include a list of products approved for refund.

**All Product Returns/Exchanges:** Seller reserves the right to charge cancellation and restocking fees at a minimum rate of 15% to be deducted from the Customer credit note refund. The refund credit note will be issued upon receipt and inspection of the returned goods.

Warranty returns are subject to "Limited Warranty / Limitation of Liabilities" provisions (next).

## 12. Limited Warranty / Limitation of Liabilities

U2 warrants to the first retail purchaser that its U-Gold™ Carbon steel screws will not corrode under normal environmental conditions when used in accordance with the recommendations within local building codes, laws, rules and regulations. 316 Marine Grade Stainless Steel screws will outperform any coated screws in corrosion resistance. This warranty is not transferable from the first retail purchase.

U2 is not responsible for product failure caused by the improper use or installation of its own or other building materials. The warranty does not cover damage as a result of alteration, accident, misuse, neglect, reuse, worn building materials or used not in accordance with Building Codes.

The warranty is limited to the replacement of defective screws only.

To obtain service under this warranty, the original purchaser must return the defective screws, photos of the project in which failure occurred, and the purchase receipt from the retailer where the screws were bought to: [sales@u2fasteners.com](mailto:sales@u2fasteners.com) ATTN Swen

There are no understandings, agreements, representations or additional warranties, expressed or implied (including any regarding warranties of merchantability or fitness for particular purpose), not specified herein, respecting any sale of products by U2 FASTENERS™, (to the extent permitted by law)



### 13. Use of Products / Technical Assistance or Advice

U2 Fasteners are code compliant, and this is verified by third party, independent testing. See [http://uniform-es.org/media/23256/er\\_0454.pdf](http://uniform-es.org/media/23256/er_0454.pdf) for the latest evaluation report.

Technical data ( <http://u2fasteners.com/Code%20approval.htm> ) is provided so that professional builders have information they need in order to determine the type, count and placement of fasteners for various projects based on their local building code(s). This technical data includes “allowable design loads”, “Ultimate values withdrawal Pull-Through”, corrosion test results, and technical bulletins (e.g., “Multi-Ply Beams Tech Bulletin”) so that professional builders can determine how U2 premium fasteners perform for various projects, and how they can be safely used.

Regardless, any assistance or advice on the use of U2 Product is given free of charge, and only as an accommodation to Buyer and Buyers’ customers (end users). Seller shall not be held liable for the content or the end users’ use of such technical assistance or advice. Nor shall any statement made by any of Seller’s representative in connection with the Products or Services constitute a representation or warranty, express or implied.

### 14. Force Majeure

U2 Fasteners is not liable for failure to fulfill its obligations for any accepted Order or for delays in delivery due to causes beyond U2 Fasteners’ reasonable control, including, but not limited to: acts of God, natural or artificial disaster, riot, war, strike, delay by carrier, shortage of Product, acts or omissions of other parties, acts or omissions of civil or military authority, Government priorities, changes in law, material shortages, fire, strikes, floods, epidemics, quarantine restrictions, acts of terrorism, delays in transportation or inability to obtain labor, materials or products through its regular sources, which shall be considered as an event of force majeure excusing U2 Fasteners from performance and barring remedies for non-performance. In an event of force majeure condition, the U2 Fasteners’ time for performance shall be extended for a period equal to the time lost as a consequence of the force majeure condition without subjecting U2 Fasteners to any liability or penalty. U2 Fasteners may, at its option, cancel the remaining performance, without any liability or penalty, by giving notice of such cancellation to the Buyer.

### 15. General

- (a) The laws of the Province of Ontario, Canada, will exclusively govern any dispute between U2 FASTENERS and a buyer,
- (b) the Buyer may not assign this Agreement without prior written consent from U2 Fasteners. U2 FASTENERS or its affiliates may perform the obligations under this Agreement. This Agreement is binding on successors and assigns,
- (c) Products, including software or other intellectual property, are subject to any applicable rights of third parties, such as patents, copyrights and/or user licenses.



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[www.u2fasteners.com](http://www.u2fasteners.com)  
[accounting@u2fasteners.com](mailto:accounting@u2fasteners.com)

## New Customer & U2 Fasteners Information

ACCOUNT#: \_\_\_\_\_

Customer: \_\_\_\_\_

Sold to: \_\_\_\_\_

City / State: \_\_\_\_\_

Ship-to Address: \_\_\_\_\_

City / State: \_\_\_\_\_

FEDERAL ID # (for US-customers): \_\_\_\_\_

Contact person/buyer: \_\_\_\_\_

Tel: \_\_\_\_\_ Email: \_\_\_\_\_

Alternate Contact person: \_\_\_\_\_

Invoices go to: \_\_\_\_\_

Your DISCOUNT: \_\_\_\_\_ DROPSHIP DISCOUNT: \_\_\_\_\_

FREIGHT PREPAID @ \_\_\_\_\_

Minimum Order Value : \$200 NET order value PAYMENT TERMS: 2% 10 days, net 30

U2 Sales Manager: Kurt Hogard [kurt.hogard@u2fasteners.com](mailto:kurt.hogard@u2fasteners.com) (807)623-5711

U2 Inside Sales & Office Manager: Hedi Beale [hedi.beale@u2fasteners.com](mailto:hedi.beale@u2fasteners.com)

Tel: (855) 895-7096 toll free

Your U2 FASTENERS SALES REP: \_\_\_\_\_

EMAIL: \_\_\_\_\_ Tel: \_\_\_\_\_