

## SCHWARTZ STANDARD TERMS OF SALES

### WARRANTY

1. All Schwartz Chemical Corporation (SCC) products are subject to a LIMITED PRODUCT WARRANTY, contact SCC at 905-683-0411 for details or visit [www.schwartzchem.com](http://www.schwartzchem.com)

### PAYMENT TERMS

2. Unless agreed upon, buyer agrees to SCC Standard Payment Terms, which are net 30 days OAC. Customers who do not have an account with SCC may remit their payment via VISA, Mastercard, Debit, Certified Cheque or by Wire Transfer.

### Price Changes

3. SCC reserves the right to change prices based on raw material and other market conditions, unless agreed upon, products are sold and priced based on shipment date.

### Minimum Orders

4. Custom products are subject to minimum orders of 100L, contact your sales representative for details.

5. Blending and solutions may be subject to adjustments, buyer accepts yield within 10% of order.

6. Minimums may apply to other Schwartz Chemical products, contact your sales representative for details.

### Shipping

7. **Prepaid and Charge on behalf of buyer.** SCC will obtain shipping cost from an SCC preferred carrier, SCC will select carrier on behalf of buyer and ship goods to customer. Customer accepts title upon receipt of goods and agrees to pay carrier fees to SCC.

Unless agreed upon, SCC will charge a service fee of 15% on all carrier charges incurred for prepaid shipments. Upon delivery SCC will charge buyer for all carrier fees upon billing for goods.

8. **Collect Shipments.** Buyer agrees to supply SCC with Buyer's preferred carrier and provide an account number at the same time as Purchase Order (PO) is submitted to SCC.

SCC will coordinate delivery with carrier on behalf of buyer and buyer accepts all carrier charges for shipment. Buyer accepts title for goods once goods are transferred to carrier at SCC plant.

9. **Prepaid Shipping:** SCC offers prepaid shipping on truck load quantities within Ontario, truck load quantity is defined as 26 pallets of 680L or more.

10. **Ontario Freight Schedule:** 1 skid is defined as 36 boxes/cases/pails. Skid 1 is shipped pre-paid and charged at \$100, Skids 2 and 3 are shipped pre-paid and charged at an additional \$50 per skid, each skid thereafter (up to 26 skids) are shipped pre-paid and charged at \$30 per skid. Less than skid quantities next day delivery within Greater Toronto Area, defined as East to Bowmanville, West to Oakville, North to Newmarket HWY 9 is pre-paid and charged at \$35 for

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the first box/case/pail and \$5.00 for additional units thereafter. Freight fees may be subject to change at any time, based on market pricing fluctuation.

11. All order outside of Ontario are sold FOB SCC Pickering Ontario.

12. Upon requesting TANKER shipments, buyer agrees to pay all fees associated to this type of carrier service.

#### **Fees**

12. Buyer accepts cross border customs Brokerage fees of \$25.00 per purchase order.

13. Products may be subject to Provincial or Federal environmental fees. Buyer accepts all fees imposed by provincial and federal governments.

#### **Defective Goods and Returns**

14. Goods claimed to be defective must be reported to SCC within 30 days. Buyer agrees to supply a sample to SCC free of charge so that SCC may conduct a quality review.

If goods are confirmed to be defective, SCC will remedy the matter in accordance with its Limited Product Warranty.

If material is replaced, buyer agrees to hold material until SCC provides a RGA (Return Goods Authorization) with return instruction. SCC will not accept return charges unless prior RGA and written approval is provided to buyer.

15. All goods returned to SCC by buyer for reasons other than quality must be a) in their original unopened container and be in merchantable condition. Buyer agrees to a 20% restocking fee. Buyer assumes all carrier charges for returned goods and agrees to hold the product until an RGA form is provided by SCC.

16. Custom Stains and Custom products designed or manufactured exclusively for buyer may not be returned unless return is subject to a quality claim.

#### **Lead Times**

17. Products listed in SCC price pages are available within 48hours upon receiving buyer's purchase order. All custom and private label products are subject to a 10-business day lead time from time of order.

#### **TO ORDER**

Phone: 905-683-0411 Fax: 905-428-2057

For next day deliveries or pick-ups, orders must be received by 12pm the day prior.

For same day pick-ups, orders must be received by 10am. Orders will be made available for 2pm.