

Proline Pipe Equipment Inc.

Standard Terms and Conditions

Pricing Notice

All prices quoted are subject to change without prior notice or obligation. Market fluctuations, material costs, and other operational considerations may affect pricing at any time. Clients are encouraged to confirm pricing prior to placing an order to ensure accuracy.

Freight Terms

Freight is quoted as FCA (Free Carrier) Proline Pipe Equipment Inc. Yard, located at 7141 – 67 Street NW, Edmonton, Alberta, Canada. This means that Proline Pipe Equipment Inc. fulfills its delivery obligation once goods are made available at its facility for pickup. All transportation costs and risks from that point onward are the responsibility of the buyer.

Delivery Terms

Delivery is subject to the availability of goods at the time of order. While we make every effort to meet the estimated delivery timeline, Proline Pipe Equipment Inc. does not guarantee delivery dates and is not liable for delays caused by circumstances beyond our control, including supply chain disruptions, weather, or carrier delays.

Quote Validity

The prices and terms listed in a quotation are valid for a period of 15 calendar days from the date of issuance. After this period, the quote may be subject to revision or withdrawal without prior notice.

Taxes

All quoted prices are exclusive of Goods and Services Tax (GST) and Harmonized Sales Tax (HST). Applicable taxes will be added to the final invoice in accordance with federal and provincial tax regulations.

Exceptions to Standard Terms

Any exceptions or modifications to Proline Pipe Equipment Inc.'s standard terms and conditions must be explicitly stated within the body of the quote. In the event of a conflict, the specific terms noted in the quote will supersede and override the standard terms and conditions.

Declared Value & Shipping Insurance

Unless otherwise explicitly stated in writing by the customer and acknowledged by Proline Pipe Equipment Inc., the declared value of all goods for shipping purposes shall be deemed to be \$2.00 per pound. This valuation will be used for the purpose of carrier liability and damage claims.

Customers are advised that this standard declared value may not reflect the actual replacement cost or commercial value of the goods. If a higher declared value is desired, it must be communicated in writing at the time of order placement, and additional shipping charges may apply.

Shipping insurance is available upon request. If the customer requires insurance coverage above the standard declared value, they must notify Proline Pipe Equipment Inc. in advance so appropriate arrangements can be made. The cost of additional insurance will be added to the invoice unless otherwise agreed.

Return and Restocking policy (Specials and stocked goods):

To be eligible for a return, the item must be unused, in its original packaging, and in the same condition you received it.

Non-returnable items include all special-order items.

To help cover the cost of inspecting, repackaging, and processing returned items, a restocking fee may be applied under the following circumstances:

- The item is returned due to buyer's remorse, such as ordering the wrong item, changing your mind, or no longer needing the product.

When a Restocking Fee Does Not Apply:

No restocking fee will be charged if:

1. The item is defective or damaged upon arrival. (Does not include damaged in transit)
2. The item was shipped incorrectly due to our error.
3. The return is being made as part of a warranty claim or exchange for the same item.

Language Disclaimer:

Proline Pipe Equipment acts as a distributor of product, therefore cannot guarantee which language is inscribed on packing slips, invoices, literature, product, containers or packaging. Proline will not be held responsible if the language requirements are not met for the purchaser's location.

Warranty on repairs:

We stand behind the quality of our repair services. All repairs completed by Proline Pipe Equipment are backed by a 30-day limited warranty, depending on the type of repair and parts used.

Repair Warranty Coverage:

Our repair warranty covers:

Defects in workmanship: If an issue arises due to the way the repair was performed.

Replacement parts: If a part we installed fails under normal use within the warranty period.

Repair terms & conditions (i.e. pay upfront for cash sale, cost of inspection)

Cash Sale & Upfront Payment Policy for Repairs

At Proline Pipe Equipment, we require full payment **upfront** for all repairs conducted as **cash sales**. This policy ensures a smooth and efficient repair process for both our team and our customers.

- Full payment is due before any repair work begins.
- Payment must be made in cash, debit, credit card or E-Transfer. (Payment made by cheque, repairs will be on hold for 1 month until the cheque is cleared from the bank or unless otherwise specified.)
- A detailed repair estimate will be provided and agreed upon before payment.

- Once payment is received, your item will be queued for service.

Why We Require Upfront Payment

- To cover the cost of labor, diagnostics, and parts ordered in advance.
- To confirm the customer's commitment to the repair process.
- To streamline operations and reduce delays.

Important Notes

- **Upfront payments are non-refundable** once work has begun, or parts have been ordered.
- If the actual repair cost exceeds the initial estimate, we will contact you for approval before proceeding.
- If a repair cannot be completed for reasons outside our control, we will offer a partial refund minus any diagnostic fees or costs already incurred.

Warranty & Terms

Repairs paid upfront under a cash sale are covered under our **Repair Warranty Policy** (see above) and are subject to the same conditions and limitations.

Product terms and conditions:

Acceptance and Complete Agreement

Orders from the Buyer are binding only upon written acceptance by the Seller. These terms, along with any written agreement specifying product details, price, and quantity, form the entire agreement ("Agreement") between the parties. No other oral or written agreements, including prior dealings or Buyer's purchase order terms (which are expressly rejected), shall apply. These terms override any trade customs or past practices. Orders without shipping instructions will not be accepted. Buyer may not assign any rights or obligations under this Agreement without prior written consent from the Seller.

Shipping

Shipping dates are estimates and not guaranteed. Seller may make partial shipments and will make reasonable efforts to ship as scheduled. Claims for shortages or errors must be submitted in writing within 10 days of delivery. If Buyer fails to take delivery, Seller may store or resell the Products at Buyer's expense and risk, with Buyer remaining liable for the full purchase price and any related costs.

Seller is not liable for delays caused by force majeure, including natural disasters, labor issues, supplier delays, government actions, or other events beyond its control. If such delays exceed six weeks, either party may cancel the affected order with written notice.

Seller is not responsible for delays caused by freight forwarders or shippers and is not obligated to expedite shipments unless agreed in writing; such costs are Buyer's responsibility. If supply is limited, Seller may allocate inventory at its discretion. Seller may also terminate this Agreement with reasonable notice if it exits the business of selling the Products.

Inspection

Buyer must inspect all Products immediately upon receipt. Any visible damage must be noted on the delivery documents. Claims for unsatisfactory Products must be made in writing within **10 days** of receipt, and claims for hidden defects must be submitted within **15 days** of discovery, with a detailed description. Upon discovering a defect, Buyer must stop using or installing the Products and take steps to prevent further damage. The burden of proving hidden defects lies with the Buyer.

Failure to submit a claim within the specified timeframes constitutes acceptance of the Products as delivered. Buyer must cooperate with any investigation and may not return Products without Seller's prior written consent. Return costs are only covered by Seller if the claim is timely, justified, and approved. If no damage is noted at delivery, Products are presumed to have arrived in proper condition unless proven otherwise.

Payment

Unless otherwise agreed in writing, **payments are due net 30 days** from the date of the invoice, regardless of Buyer's relationship with downstream customers. If credit has not been established, Seller will require payment upfront before ordering and shipping product. Cash sale customers must pay by cash, debit, credit card or E-Transfer. (Payment made by cheque, product will be on hold for 1 month until the cheque is cleared from the bank or unless otherwise specified.)

Title:

Risk of loss transfers to Buyer when Products are made available at Seller's facility. Title remains with Seller until full payment is received. Seller is not liable for damage or loss in transit but can arrange insurance at Buyer's written request and expense.

If Products are mixed or processed with other goods, Seller retains pro rata joint ownership based on the invoiced value. Upon resale, Buyer assigns to Seller its rights to payment and any related security interests, provided Buyer is not in default. Buyer may resell goods in the normal course of business but must notify its customers of Seller's retained title when required.

If Buyer defaults, Seller may reclaim and resell the Products, applying proceeds against the outstanding balance. Buyer must inform Seller of any third-party claims or attachments on Products still under Seller's title and grant access for recovery if necessary. If Seller's security interests exceed 110% of outstanding claims, it will release the excess upon written request.

Confidentiality

Buyer agrees to keep confidential all non-public technical, financial, and business information provided by Seller, including pricing, product details, and intellectual property. Such information may contain trade secrets or proprietary data. Buyer will not disclose, use, or share this information for any purpose other than in connection with the supplied Products, without Seller's prior written consent. This obligation does not apply to information that is publicly available. Seller retains all rights and remedies to protect its confidential and intellectual property.

Warranty; Limitation of Liability

Buyer is responsible for testing samples before purchase to ensure the Products meet requirements. Seller warrants Products to be free from material and workmanship defects and to meet published specifications for one year from shipment, provided they are properly installed and used. No warranty applies to non-Seller goods, misuse, modifications, or corrosion.

Seller's sole liability is limited to repair, replacement, or refund of defective Products. No other warranties, including merchantability or fitness for a particular purpose, are made. Seller disclaims liability for indirect, incidental, punitive, or consequential damages, including loss of profits or business interruption. Technical advice from Seller is given without warranty and does not relieve Buyer from testing or due diligence.

Bill S-211 mention:

Proline Pipe Equipment Inc. is committed to ethical business practices and full compliance with the *Fighting Against Forced Labour and Child Labour in Supply Chains Act (Bill S-211)*. We actively work to ensure that forced labour and child labour are not used in any stage of our supply chain.

Disclaimer with regards to sales into countries with which Canada has sanctions and restrictions

Proline Pipe Equipment Inc. complies with all applicable Canadian laws and regulations, including those governing international trade, sanctions, and export controls. As such, **we do not sell or ship products, directly or indirectly, into countries or to individuals or entities that are subject to Canadian government sanctions, embargoes, or trade restrictions.**

By placing an order, the Buyer confirms that neither the Buyer nor any party involved in the transaction is in, or associated with, a restricted or sanctioned country or entity as defined by the Government of Canada. Proline Pipe Equipment Inc. reserves the right to cancel any transaction that, in its sole discretion, appears to violate these regulations.