



SOLUS TERMS OF BUSINESS

By signing this document, the Purchaser agrees to the following Terms and Conditions of Sale:

PAYMENT

All products are required to be paid in full prior to shipping. Please note that USA checks require 3 weeks to clear Canadian banks. Balance payments via credit card will automatically be processed 5 days prior to the scheduled ship date. All Solus products are made-to-order and therefore no items are stocked.

TAXES

Solus is required to charge: HST or GST/PST on all Canadian sales; Solus does not charge any duties and taxes on US sales. Purchaser is responsible for paying any state or federal taxes should they be required.

CANCELLATION

An administrative charge of 50% of the total product price will apply to orders cancelled prior to casting date. Most orders are produced 5 -10 days after order is placed. If order is cancelled after product is produced, full price of products will be charged.

INSTALLATION

Solus does not accept responsibility or liability for installation, sealing, or refinishing of any product. We would be happy to answer any questions you may have regarding installation, handling, and maintenance of our product or you can visit our website for our installation video.

DIMENSIONS

Unless otherwise specified, all non-custom products are shipped at factory sizes and field cuts may be necessary. Field cuts must be done on site to ensure accuracy and are not the responsibility of Solus. All Solus products are manufactured to a dimensional tolerance of 1/8. Product drawings may not reflect these tolerances. Purchaser must ensure that dimensions of received products are measured and compared with site conditions.

PRODUCT CHARACTERISTICS

Solus products are cast and finished by hand and therefore possess qualities that are not only unique to Solus concrete, but also to individual orders. If comparing colour to a 1/2" thick sample and/or viewing on the Solus website, you will generally find your fireplace or large panel to be deeper and richer in colour due to the material of the product being thicker than the samples, while maintaining the same tonality. You can expect differences in visual texture as well as surface air voids, surface spider web-like cracks or veining and minor dimples, which are intrinsic characteristics that define the products beauty and uniqueness. They are not defects. Products and pieces within a single order will differ slightly from each other and from samples.

For all tile applications, the final aesthetic layout and pattern is determined at the time of installation and is not the responsibility of Solus. **It is critical that the installer randomize tile to achieve an aesthetic outcome that is agreeable to the Purchaser.** (continued...)

Signature _____ Date: _____



SOLUS TERMS OF BUSINESS (continued)

If Solus products are being purchased for resale, or on behalf of another party, it is the purchasers responsibility to ensure that the end user understands the specific product characteristics.

If you require more information about the characteristics of Solus products, please ask your sales representative.

SHIPPING + DELIVERY

Shipping costs and scheduling are determined by weight, quantity and destination of product. Costs will be itemized on your invoice. A Solus representative will keep you informed as to when you can expect delivery.

Products will be palletized or crated depending on destination. Items going beyond Greater Vancouver are packed in a museum quality crate and delivered curbside by one of our selected LTL freight carriers. The purchaser must notify Solus of any special shipping requirements at time of purchase. It is the Clients responsibility to check that shipping details are noted correctly on the invoice. Additional fees will be charged to the purchaser if the delivery is rerouted after leaving the Solus facility. Any extra delivery charges that are requested directly to the Carrier, (*over and above curbside such as: by appointment, storage charges incurred because of refused delivery, inside delivery, redelivery attempts, rerouted deliveries etc.) will be at the consignees expense. A Solus representative will contact you to confirm delivery arrangements prior to shipping the order. If we cannot reach you after several attempts, the shipping date will be rescheduled.

Solus is not responsible for any onsite damages incurred by delivery/transport company. Client is to deal with company directly in this regard.

UPON DELIVERY

Tracking information will be sent to the purchaser of all out of town deliveries, which includes photos of pre-packed items within 1-2 business days from carrier pick up. Review the photos and forward them to movers or contractors responsible for the installation prior to delivery. It is possible to damage items in the un-crating process, which can be easily avoided by previewing the information available on our website under Chapter 1: Solus Firepit Uncrating & Parts. Immediately upon delivery, please review the shipment for accuracy of materials ordered and any possible shipping damage. Visual crate damage MUST BE NOTED ON THE CARRIERS DELIVERY RECEIPT and reported to Solus immediately. Claims cannot be made if damage is not reported within 1-2 hours of receipt. Although products are concrete, they can be scratched or chipped if handled improperly on site. If Items must be left crated, they must be stored in a dry, moisture free environment or you risk damaging the finish. We prefer to ship orders as close to the installation date as possible to avoid site damage.

DELAYED SHIPMENTS AND STORAGE

Products will be held free of charge up until 2 weeks after the scheduled and previously agreed to ready-to-ship date. We offer storage service for \$100 per pallet/crate per calendar month for any items held beyond this time. Clients who wish to take advantage of this service will have it added to the balance with payment due before final shipping. Clearance Sale items must be accepted at ready-to-ship date.

Signature _____ Date: _____



SOLUS TERMS OF BUSINESS *(continued)*

LIMITED WARRANTY

All Solus concrete products are warranted to the original purchaser to be free from defects in material and workmanship for a period of one year from the time of purchase. Solus Decor will at its election, repair or replace the product where Solus inspection discloses any such defect occurring with normal usage within one year of purchase. The purchaser prior to installation should inspect products, and any defects reported immediately. This warranty does not cover damage to products caused by inappropriate or improper installation, unauthorized modifications to product, accident, misuse, abuse or improper maintenance; nor coloration and surface texture changes due to exposure to foreign elements.

Signature_____ Date:_____