

PVC Underground Duct Fittings

Canadian National Price List

List No: E-UDF-PLV7

Effective: April 15, 2013






Replaces: April 23, 2012

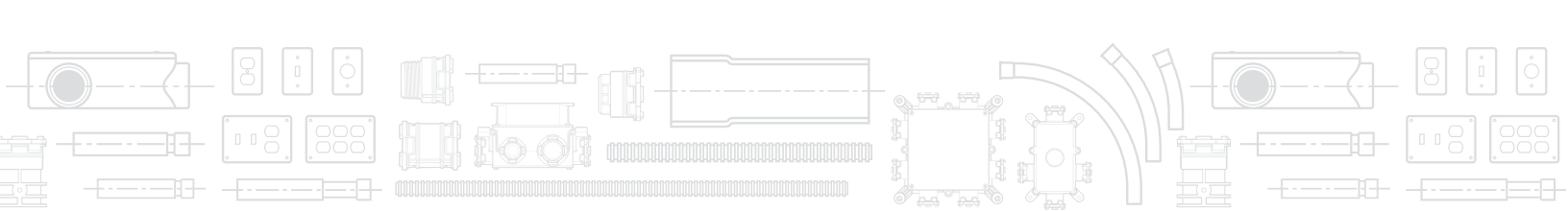
All Prices are Taxes Extra









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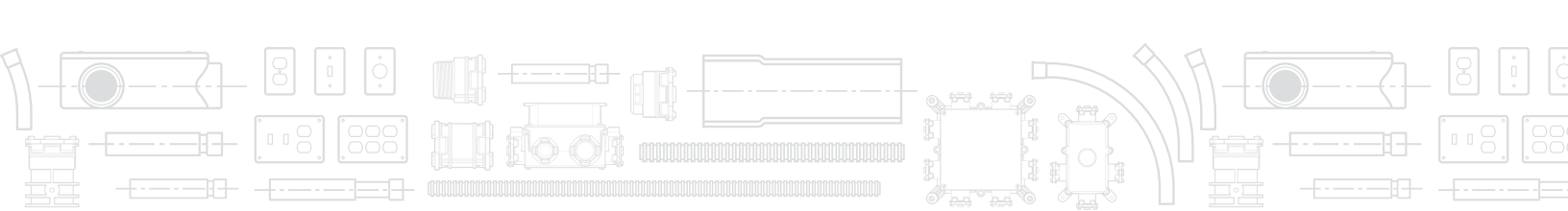
PVC Underground Duct Fittings

Description (Fittings)	Product Code	UPC Code	Size (in)	Carton Quantity	Zone 1 & 2 Price Per 100	Zone 3 & 4 Price Per 100
90° Long Sweep Bend						
	90B2x24	41410	2 x 24	100	5,573.00	6,967.00
	90B2x36	41416	2 x 36	100	6,642.00	8,303.00
	90B2x60	41422	2 x 60	100	12,298.00	15,373.00
	90B3x24	41464	3 x 24	100	13,279.00	16,597.00
	90B3x36	41476	3 x 36	100	11,512.00	14,389.00
	90B3x60	41494	3 x 60	100	19,110.00	23,885.00
	90B35x24	41647	3-1/2 x 24	70	13,514.00	16,893.00
	90B35x36	41650	3-1/2 x 36	70	13,279.00	16,597.00
	90B35x60	41653	3-1/2 x 60	70	21,728.00	27,159.00
	90B4x24	41560	4 x 24	70	10,884.00	13,605.00
	90B4x36	41566	4 x 36	70	12,561.00	15,703.00
	90B4x60	41584	4 x 60	70	20,197.00	25,247.00
	90B5x42	41608	5 x 42	20	24,813.00	31,016.00
	90B5x60	41614	5 x 60	20	31,702.00	39,627.00
	90B6x60	41638	6 x 60	15	40,389.00	50,484.00
45° Long Sweep Bend						
	45B2x24	41392	2 x 24	100	4,278.00	5,348.00
	45B2x36	41398	2 x 36	100	5,025.00	6,281.00
	45B3x24	41434	3 x 24	100	7,431.00	9,289.00
	45B3x36	41440	3 x 36	100	7,156.00	8,945.00
	45B35x36	41452	3-1/2 x 36	70	8,666.00	10,830.00
	45B4x24	41530	4 x 24	70	8,877.00	11,092.00
	45B4x36	41536	4 x 36	70	8,921.00	11,149.00
	45B4x60	41548	4 x 60	70	11,557.00	14,444.00
	45B5x42	41602	5 x 42	35	31,702.00	39,627.00
	45B6x60	41626	6 x 60	20	40,389.00	50,484.00
22-1/2° Long Sweep Bend						
	22B3x24	41428	3 x 24	-	8,485.00	10,602.00
	22B3x36	41429	3 x 36	-	8,930.00	11,160.00
	22B4x36	41512	4 x 36	-	8,927.00	11,157.00
	22B5x42	41590	5 x 42	-	15,720.00	19,648.00
Universal Plug (With Pulling Eye)						
	PLUG02	42010	2	176	1,103.00	1,377.00
	PLUG03	42016	3	200	1,742.00	2,171.00
	PLUG04	42028	4	180	1,559.00	1,948.00
	PLUG05	42040	5	100	1,710.00	2,136.00
	PLUG06	42046	6	90	4,162.00	5,200.00
Tapered Poly Plug (With Pulling Eye)						
	DRP02	41914	2	100	1,103.00	1,377.00
	DRP03	41920	3	100	1,742.00	2,171.00
	DRP035	41926	3-1/2	100	2,531.00	3,162.00
	DRP04	41932	4	100	1,559.00	1,948.00
	DRP05	41938	5	50	1,710.00	2,136.00
	DRP06	41944	6	35	4,162.00	5,200.00






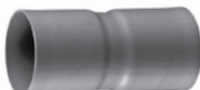


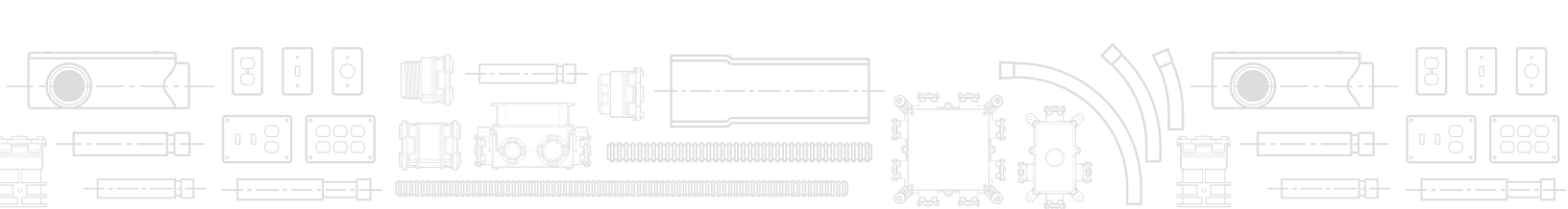
PVC Underground Duct Fittings

Description (Fitting)	Product Code	UPC Code	Size (in)	Carton Quantity	Zone 1 & 2 Price Per 100	Zone 3 & 4 Price Per 100
Reducing Coupling						
	RC3x2	41860	3 x 2	25	3,475.00	4,342.00
	RC4x2	41872	4 x 2	20	1,742.00	2,171.00
	RC4x3	41878	4 x 3	20	2,895.00	3,620.00
	RC4x35	41884	4 x 3½	20	4,009.00	5,009.00
	RC5x4	41890	5 x 4	20	6,939.00	8,671.00
	RC6x4	41896	6 x 4	25	7,127.00	8,906.00
Push Fit Poly Coupling						
	PFC02	41782	2	200	307.00	383.00
	PFC03	41788	3	100	352.00	440.00
	PFC35	41794	3½	150	383.00	477.00
	PFC04	41800	4	100	418.00	518.00
	PFC05	41812	5	50	904.00	1,127.00
	PFC06	41818	6	35	1,225.00	1,526.00
Solvent Weld PVC Coupling						
	SWC02	42232	2	25	607.00	760.00
	SWC02L	42234	2 Long	25	1,374.00	1,717.00
	SWC03	42238	3	50	694.00	865.00
	SWC03L	42239	3 Long	50	1,374.00	1,717.00
	SWC035	42244	3½	50	2,250.00	2,811.00
	SWC04	42250	4	40	967.00	1,209.00
	SWC04L	42253	4 Long	40	1,800.00	2,248.00
	SWC05	42256	5	25	2,625.00	3,283.00
	SWC06	42262	6	14	3,475.00	4,342.00
Bell End						
	BEL02	41260	2	50	1,402.00	1,748.00
	BEL03	41266	3	60	1,640.00	2,050.00
	BEL35	41272	3½	20	4,492.00	5,617.00
	BEL04	41278	4	60	1,951.00	2,440.00
	BEL05	41284	5	30	5,504.00	6,877.00
	BEL06	41290	6	60	5,784.00	7,231.00
Solvent Weld PVC 5° Coupling						
	SWC5 02	42274	2	-	2,320.00	2,900.00
	SWC5 03	42280	3	-	2,614.00	3,268.00
	SWC5 35	42286	3½	-	2,895.00	3,620.00
	SWC5 04	42292	4	40	2,261.00	2,824.00
	SWC5 04L	42293	4 Long	40	2,379.00	2,973.00
	SWC5 05	42304	5	20	7,480.00	9,347.00
	SWC5 06	42310	6	-	8,233.00	10,290.00
Push Fit Poly 5° Coupling						
	PFC5 03	41824	3	100	1,225.00	1,526.00
	PFC5 35	41827	3½	90	1,342.00	1,677.00
	PFC5 04	41830	4	100	1,465.00	1,828.00
	PFC5 05	41836	5	45	6,809.00	8,509.00







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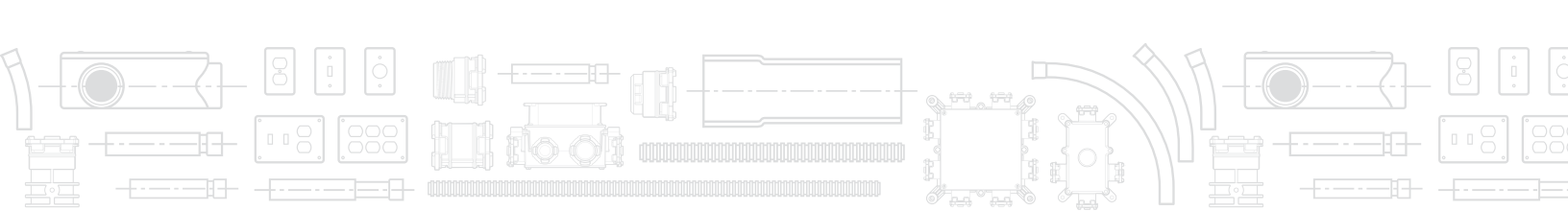
Description (Fittings)	Product Code	UPC Code	Size (in)	Carton Quantity	Zone 1 & 2 Price Per 100	Zone 3 & 4 Price Per 100
Cap						
	CAP02	41296	2	25	1,168.00	1,459.00
	CAP03	41302	3	20	1,168.00	1,459.00
	CAP35	41308	3½	25	1,575.00	1,968.00
	CAP04	41314	4	50	1,168.00	1,459.00
	CAP05	41320	5	10	5,749.00	7,187.00
	CAP06	41326	6	10	6,360.00	7,947.00
Terminator Bell End Fitting (With Knockout Plug)						
	TERM35	41982	3½	-	2,836.00	3,544.00
	TERM04 (with holes)	41986	4	60	2,039.00	2,548.00
Female Adapter						
	FEMA02	41350	2	25	3,900.00	4,873.00
	FEMA03	41356	3	25	5,551.00	6,939.00
	FEMA35	41362	3½	-	8,103.00	10,127.00
	FEMA04	41368	4	20	4,703.00	5,876.00
	FEMA05	41374	5	-	22,852.00	28,562.00
	FEMA06	41380	6	-	26,376.00	32,970.00
Expansion Joint						
	EXPJ02	41332	2	-	27,722.00	34,652.00
	EXPJ03	41338	3	-	32,687.00	40,856.00
	EXPJ35	41345	3½	-	93,694.00	117,117.00
	EXPJ04	41344	4	-	45,420.00	56,775.00
Adapter to A.C. or Fiber Type 1						
	ADAP35	41996	3½	-	1,980.00	2,478.00
	ADAP04	41998	4	25	2,142.00	2,682.00
Rigid PVC Conduit to DB2 Duct Adapter						
	ARIG02	41200	2	25	1,832.00	2,285.00
	ARIG03	41206	3	30	1,832.00	2,285.00
	ARIG03L	41207	3 Long	30	1,927.00	2,409.00
	ARIG35	41214	3½	50	1,842.00	2,302.00
	ARIG04	41218	4	40	1,842.00	2,302.00
	ARIG04L	41219	4 Long	40	1,940.00	2,424.00
	ARIG05	41236	5	20	3,002.00	3,752.00
	ARIG06	41248	6	12	5,309.00	6,635.00



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Description (Fitting)	Product Code	UPC Code	Size (in)	Carton Quantity	Zone 1 & 2 Price Per 100	Zone 3 & 4 Price Per 100
Reducing Adapter Duct to Rigid PVC Conduit						
	ARIG3x2	41212	3 x 2	15	7,839.00	9,797.00
	ARIG3x2L	41213	3 x 2 Long	15	8,324.00	10,405.00
	ARIG4x2	41224	4 x 2	40	8,741.00	10,926.00
	ARIG4x3	41230	4 x 3	15	8,741.00	10,926.00
Split Y						
	SPLY02	41965	2	-	P.O.R	P.O.R
	SPLY03	41968	3	AS	P.O.R	P.O.R
	SPLY35	41969	3½	REQUIRED	P.O.R	P.O.R
	SPLY04	41974	4	-	P.O.R	P.O.R
Intermediate Vertical Lock Spacer						
	IS2015	42136	2 x 1½	350	800.00	1,000.00
	IS2020	42142	2 x 2	300	976.00	1,218.00
	IS2030	42148	2 x 3	200	950.00	1,187.00
	IS3015	42154	3 x 1½	225	890.00	1,111.00
	IS3020	42160	3 x 2	200	1,024.00	1,279.00
	IS3030	42166	3 x 3	125	1,106.00	1,382.00
	IS4010R	42172	4 x 1	200	941.00	1,177.00
	IS4015R	41902	4 x 1½	150	1,038.00	1,297.00
	IS4020	41908	4 x 2	125	1,127.00	1,409.00
	IS4030*	42190	4 x 3	90	1,300.00	1,622.00
	IS5015	42196	5 x 1½	100	1,127.00	1,409.00
	IS5020	42202	5 x 2	100	1,320.00	1,648.00
	IS5030	42208	5 x 3	80	1,452.00	1,813.00
	IS6015	42214	6 x 1½	100	1,337.00	1,670.00
	IS6020	42220	6 x 2	90	1,802.00	2,251.00
	IS6030	42226	6 x 3	70	2,087.00	2,606.00
Base Vertical Lock Spacer						
	BS2015	42052	2 x 1½	250	899.00	1,122.00
	BS2020	42058	2 x 2	225	1,060.00	1,324.00
	BS2030	42062	2 x 3	225	1,013.00	1,266.00
	BS3015	42070	3 x 1½	175	1,034.00	1,291.00
	BS3020	42076	3 x 2	155	1,106.00	1,382.00
	BS3030	42082	3 x 3	150	1,106.00	1,382.00
	BS4010R	42084	4 x 1	175	980.00	1,226.00
	BS4015R	41848	4 x 1½	140	1,149.00	1,434.00
	BS4020	41854	4 x 2	140	1,217.00	1,522.00
	BS4030*	42094	4 x 3	120	1,374.00	1,717.00
	BS5015	42100	5 x 1½	120	1,269.00	1,585.00
	BS5020	42106	5 x 2	120	1,340.00	1,675.00
	BS5030	42112	5 x 3	100	1,465.00	1,828.00
	BS6015	42118	6 x 1½	100	1,477.00	1,845.00
	BS6020	42114	6 x 2	100	2,050.00	2,560.00
	BS6030	42130	6 x 3	95	2,191.00	2,737.00

*=190mm Spacing, Centre to Centre between Ducts



General Terms & Conditions

ALL ORDERS ARE ACCEPTED AND ALL SALES ARE EXPRESSLY MADE CONDITIONAL ON PURCHASER'S AGREEMENT TO THESE TERMS AND CONDITIONS NOTWITHSTANDING ANY PURCHASE ORDERS OR OFFERS CONTAINING DIFFERENT OR ADDITIONAL PROVISIONS. PURCHASER'S ACCEPTANCE OF GOODS CONSTITUTES ACCEPTANCE OF THESE TERMS AND CONDITIONS AND ALSO PURCHASER'S AGREEMENT THAT THEY CONTROL OVER ANY TERMS, CORRESPONDENCE OR FORMS SUPPLIED BY PURCHASER AT ANY TIME.

ACCEPTANCE/CANCELLATION. Orders cannot be cancelled by Purchaser without Seller's written consent and are subject to change or price adjustment based on fluctuations in material price and availability. These Terms and Conditions are a final, complete and exclusive statement of the parties' agreement. No statements or changes of any kind or any conflicting terms or conditions in any writing by Purchaser to Seller are binding on Seller unless specifically agreed to in writing by Seller. Prior statements, representations, and agreements not incorporated are excluded and superseded hereby. No course of prior dealings between Seller and Purchaser and no usage of trade shall be used to supplement any term in this agreement. Acceptance or acquiescence in a course of performance shall not be relevant to alter the meaning of this agreement.

MODIFICATIONS MUST BE IN WRITING. These Terms and Conditions shall not be modified or rescinded by agreement or conduct or waived unless specifically agreed to in writing by Seller. The amount of any present or future sales, use, excise, or similar taxes, applicable to the ordered goods shall be added to Seller's price and paid by the Purchaser, unless the Purchaser timely provides Seller with a tax exemption certificate applicable to Seller.

SHIPMENT/DELIVERY. Seller shall not be liable for any penalty or damages, liquidated or otherwise for any shipment delays. Unless otherwise stated by Seller, goods are shipped F.O.B. shipping point only; and all loss, damage and delay in transit are at the risk of the Purchaser. Unless otherwise stated by Seller, when goods have been delivered to a carrier, risk of loss passes to Purchaser and Seller's responsibility for delivery ends. Shipment should be examined carefully before being accepted from the carrier. Seller assumes no responsibility for damage after having received "in good order" receipts from a carrier at shipping point. Claims for shortages or non-conforming shipments must be made in writing and sent to Seller immediately upon Purchaser's receipt of the shipment. Failure to give such notice shall be deemed unqualified acceptance and a waiver by Purchaser of any claim with respect to the Shipment.

TITLE TO GOODS. Purchaser acknowledges and agrees that until payment in full of the amount shown on this invoice is received by Seller, title to the goods herein shall remain with Seller, whether or not the goods are in the Seller's possession and whether or not they have been fabricated or used by the Purchaser. Until such payment has been made, Seller shall have the right to at any time without notice to enter the premises where the goods are situated and take possession of the same, and the Purchaser agrees to defend, indemnify and save Seller harmless from any and all costs, expenses and damages (including legal fees) arising out of any claim asserted against the Seller as a consequence to the Seller's exercise of such right.

INSURANCE. The Purchaser agrees to keep the goods fully insured against loss and damage which insurance shall be placed with insurance companies for the benefit of the Seller and the proceeds of any such insurance shall, at the option of the Seller, be applied to the payment due or becoming due at the time of such payment or applied toward the replacement of the goods and if the goods shall be replaced, then, and in such event the terms, provisions and conditions of this agreement shall apply to such replaced products with the same force and effect as if such replacement products had originally been the subject of this agreement.

DEFAULT. That if the Purchaser shall make default in punctually paying any of the payments provided for in this agreement, or if a proceeding in bankruptcy, receivership or insolvency shall be instituted or filed by or against the Purchaser as a debtor, bankrupt, defendant or insolvent or if the Purchaser shall enter into any arrangement or agreement with its creditors, the full amount of the purchase price then remaining unpaid shall, at the option of the Seller be immediately due and payable, anything to the contrary in this agreement notwithstanding, it being expressly agreed that the title in the goods shall vest in the Purchaser only on the payment of the full purchase price and on the compliance by the Purchaser with the terms and conditions of this agreement.

RETURNS. Unless its permission has been first obtained, Seller will not accept goods for return or credit. Risk of loss for returned goods will remain with Purchaser and Purchaser shall reimburse Seller for any cost it incurs in connection with the shipment and return of the goods. Goods fabricated to order are not returnable under any circumstances except for approved warranty claim.

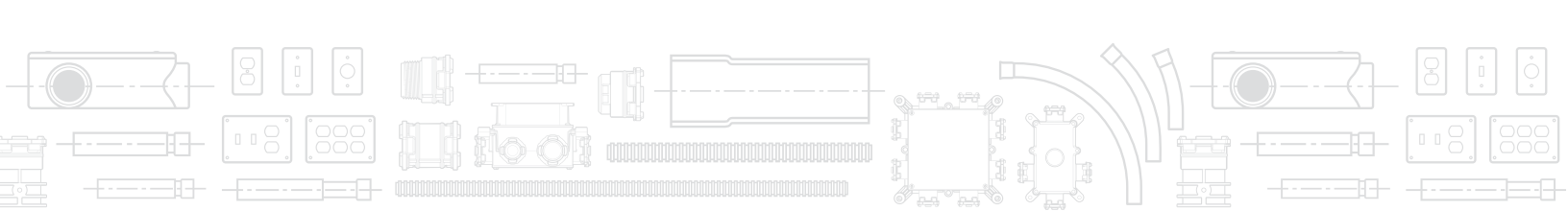
NON-PAYMENT/ ENFORCEMENT. Interest at the maximum legal rate not exceeding 18% per year shall be charged on overdue accounts at a rate of 1.5% per month. If an invoice is not paid when due, or it becomes necessary for Seller to enforce these terms and conditions, Purchaser agrees to pay all costs of collection, or enforcement or both, including attorney's fees, whether incurred in or out of court, or appeal, in arbitration, in a bankruptcy proceeding, or in any insolvency proceedings.

PENALTY CLAUSES. Seller assumes no liability arising from penalty or liquidated damage clauses of any kind, written or implied.

LIMITED WARRANTY/SOLE REMEDY.

EXCEPT AS OTHERWISE PROVIDED IN A WRITTEN WARRANTY ISSUED BY SELLER, SELLER WARRANTS TITLE TO THE GOODS SOLD BY IT AND THAT THESE GOODS CONFORM TO THE DESCRIPTION CONTAINED HEREIN AND ARE OF MERCHANTABLE QUALITY, SELLER'S ENTIRE LIABILITY IS LIMITED TO THE PURCHASE PRICE OF THE GOODS IN RESPECT OF WHICH A CLAIM IS MADE AND COSTS OF TRANSPORT. PURCHASER ASSUMES ALL RISK OF LOSS AND LIABILITY RESULTING FROM THE USE OR SALE OF ANY GOODS DELIVERED HEREUNDER. IF GOODS SOLD TO PURCHASER FAIL TO CONFORM TO THIS LIMITED WARRANTY, PURCHASER MUST GIVE SELLER WRITTEN NOTICE OF SUCH NONCONFORMANCE (A) WITHIN 30 DAYS OF THE TIME WHEN DEFECT WAS OR SHOULD HAVE BEEN DISCOVERED, BUT (B) NOT LATER THAN THREE MONTHS FROM RECEIPT OF THE GOODS, OR PURCHASER WAIVES ANY RIGHTS WITH RESPECT TO THE GOODS. AFTER WRITTEN NOTICE, AND PURCHASER'S RETURN OF GOODS PROVEN DEFECTIVE TO SELLER, SELLER WILL REPLACE THE DEFECTIVE GOODS OR, IN SELLER'S SOLE DISCRETION, REFUND THE PURCHASE PRICE OF SUCH PORTION OF THE GOODS AS ARE RENDERED UNUSABLE AS A RESULT OF SUCH DEFECT. SELLER MAY MODIFY AT ANY TIME DESIGN OF PRODUCTS OR MATERIALS USED THEREIN OR DISCONTINUE THEIR MANUFACTURE WITHOUT ANY LIABILITY. PURCHASER AGREES THAT THIS REMEDY IS THE SOLE AND EXCLUSIVE REMEDY OF THE PURCHASER WITH RESPECT TO THE GOODS. SELLER'S ENTIRE LIABILITY ON ANY CLAIM ARISING OUT OF THE SALE OF THE GOODS OR ITS REPLACEMENT OF DEFECTIVE GOODS, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, SHALL BE LIMITED TO THE PURCHASE PRICE OF THE GOODS THAT ARE PROVEN DEFECTIVE AND COSTS OF TRANSPORT. THIS WARRANTY DOES NOT EXTEND TO, AND IS VOIDED BY, GOODS DAMAGED OR FAILED BECAUSE OF, OR BY USE WITH, MATERIALS OR SUPPLIES OR METHODS NOT APPROVED BY SELLER OR OTHER APPLICABLE INSTALLATION STANDARD OR CODE; OR BECAUSE OF MISUSE; ABUSE; ACCIDENT DAMAGE IN TRANSIT; IMPROPER HANDLING OR INSTALLATION NOT IN ACCORDANCE WITH RECOMMENDED PRACTICES OR CODES; OR RESULTING CONSEQUENCES. MOLD, WELD OR FUSION LINES ARE NOT DEFECTS OR NON-CONFORMITIES.

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General Terms & Conditions

EXCLUSIONS OF WARRANTY AND LIMITATION OF LIABILITY AND REMEDIES. SELLER MAKES NO WARRANTY OTHER THAN THE ABOVE LIMITED SOLE AND EXCLUSIVE WARRANTY. THIS LIMITED WARRANTY AND REMEDY IS EXPRESSLY IN LIEU OF ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, AND EXCLUDES ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE LIMITED WARRANTY CONSTITUTES THE ONLY WARRANTY MADE WITH RESPECT TO THE GOODS. ALL OTHER WARRANTIES ARE EXCLUDED. BY ITS PURCHASE OF GOODS PURCHASER HAS DECIDED THAT THE STANDARD OF THE GOODS IS FIT FOR PURCHASER'S PURPOSE.

PURCHASER IS SOLELY RESPONSIBLE FOR DETERMINING THE SUITABILITY FOR USE OR APPLICATION OF ANY GOODS, INCLUDING COMPONENTS THEREOF, OR WHETHER SUCH GOODS MEET REQUIREMENTS OF APPLICABLE BUILDING CODES OR SAFETY CODES FOR SPECIFIC APPLICATIONS.

PURCHASER AGREES THAT NEITHER SELLER NOR ITS SUPPLIERS SHALL UNDER ANY CIRCUMSTANCES BE LIABLE (A) FOR ANY OTHER DAMAGES, DIRECT, INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL, WHETHER RESULTING FROM SELLER'S NEGLIGENCE OR OTHERWISE, RESULTING FROM OR IN CONNECTION WITH THE GOODS SOLD TO PURCHASER, NOR (B) FOR ANY CLAIMS, ACTIONS, SUITS AND PROCEEDINGS WHICH MAY BE INSTITUTED IN RESPECT TO THE FOREGOING, INCLUDING CLAIMS, ACTIONS, SUITS AND PROCEEDINGS MADE BY SUBSEQUENT OWNERS AND USERS OF THE GOODS, NOR FOR STRICT LIABILITY OR OTHER TORT, NOR (C) FOR LOST REVENUES OR EARNINGS, LOST PROFITS, LOST OPPORTUNITIES, COSTS OR DELAYS, LOST GOOD WILL OR REPUTATION, OR PUNITIVE OR EXEMPLARY DAMAGES. IF IT IS FOUND THAT THIS REMEDY FAILS OF ITS ESSENTIAL PURPOSE, SELLER'S LIABILITY SHALL NONETHELESS BE LIMITED TO A REFUND OF THE PURCHASE PRICE PAID, AND TRANSPORTATION COSTS. THE EXCLUSION OF CONSEQUENTIAL DAMAGES SHALL BE DEEMED INDEPENDENT OF, AND SHALL SURVIVE ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

THE WARRANTIES OF SELLER ARE NOT TRANSFERRABLE TO ANY SUBSEQUENT OWNER OF THE GOODS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THAT THE ABOVE MAY NOT APPLY TO YOU.

CONDITIONS OF RESALE/SUBSEQUENT PURCHASERS. These Terms and Conditions shall be binding upon all subsequent owners and users of the goods. Goods are sold subject to the condition that they shall not be resold or otherwise conveyed without similar conditions, including that these conditions be imposed on the subsequent purchaser/ user or transferee.

CREDIT INQUIRIES. You authorize us to make inquiries and to receive information about your credit experience from others, to enter this information in your file and to disclose such information concerning you to third parties. You acknowledge that we may, on a regular basis, provide credit experience information regarding your account to others seeking this information.

POWER OF ATTORNEY. Purchaser hereby irrevocably authorizes and empowers any attorney of any court of record to appear for and confess judgement and therein against the Purchaser, or any of them, for the amount for which the Purchaser may be or become liable to Seller under these Terms and Conditions as evidenced by an affidavit signed by a representative of the Seller setting forth the amount then due, plus 15% thereof, but no less than \$500.00, as an attorney's commission, with costs of suit, release of errors, and without right of appeal. If a copy hereof, verified by an affidavit, shall have been filed in said proceeding, it shall not be necessary to file the original as a warrant of attorney. Purchaser waives the right to any stay of execution and the benefit of all exemption laws now or hereafter in effect. No single exercise of the forgoing warrant and power to confess judgement shall be deemed to exhaust the power, whether or not any such exercise shall be held by any court to be invalid, voidable, or void, but the power shall continue undiminished and may be exercised from time to time as often as Seller shall elect, until all sums payable or that may become payable by Purchaser have been paid in full.

NO ASSIGNMENT. This agreement is not assignable by Purchaser but shall be binding upon and inure to the benefit of the parties hereto and their respective successors.

HEADINGS. The section headings used herein are for convenience of reference only and do not form a part of these terms and conditions, and no construction or inference shall be derived therefrom.

FORCE MAJEURE. Seller shall not be responsible for any loss or damage of any kind or nature whatsoever, direct or indirect, suffered by Purchaser, subsequent purchasers, ultimate users of goods, or any other person, as a result of any factors beyond its control, including (without limitation) Purchaser's acts or omissions, labor shortages, strikes, lock-outs, work slowdowns, accidents, fire, floods, earthquakes, severe weather, serious accidents, epidemics, quarantines, wars, breakdowns, delays in manufacture, transportation or delivery of goods or materials purchased by Seller, unavailability, inadequacy or shortages of material or services, acts of God, embargoes, wars, insurrections or riots, terrorism, acts of civil or military authorities, civil commotion, or governmental or regulatory or licensing action or changes, or any other circumstances beyond Seller's reasonable control.

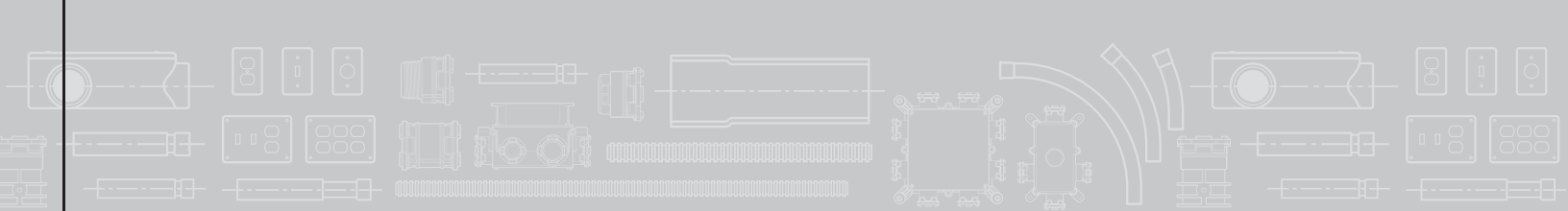
SEVERABILITY. Invalidity of part of any of these Terms and Conditions shall not invalidate the remainder and the Purchaser and Seller agree to amend these Terms and Conditions to substitute for the provision at issue a valid, legal and enforceable provision as similar as possible to the provision at issue and to otherwise give effect to the provision at issue as much as possible.

LANGUAGE. The following statement is translated in English to "At the express request of the parties, this agreement has been prepared in the English language" and is applicable only if either or both of Purchaser or Seller are located in Canada. "A la demande des parties aux présentes, cette convention a été préparée dans la langue anglaise".

CHOICE OF LAW AND BINDING ARBITRATION. This agreement and all Terms and Conditions shall be construed and governed by the laws of the State (if Seller is located in the United States of America) or Province (if Seller is located in Canada) in which Seller's head office is located. The United Nations Convention on Contracts for the International Sale of Goods does not apply. Except as provided under the NON-PAYMENT / ENFORCEMENT and POWER OF ATTORNEY sections herein, any claim, dispute or controversy (whether in contract or tort, pursuant to statute or regulation, or otherwise and whether pre-existing, present or future) arising out of or relating to: these terms and conditions; a good or service; oral or written statements, or advertisements or promotions relating to these terms and conditions or to a good or service; or the relationships which result from these terms and conditions (including relationships with third parties who are not signatories to this agreement) (each, a "Claim"), will be referred to and determined by binding arbitration (to the exclusion of the courts). By so agreeing, you waive any right you may have to commence or participate in any class action against us related to any Claim and, where applicable, you hereby agree to opt out of any class proceeding against us otherwise commenced. By so agreeing, you further expressly waive any right to a jury trial regarding disputes related to this agreement or to any Claim. Arbitration shall occur in the city in which Seller's head office is located by one arbitrator under the rules of the American Arbitration Association; and judgment may be rendered upon the award made by a court of the city in which Seller's head office is located, or a court of competent jurisdiction.



Notes



The warranty for our products is set out in our terms and conditions of sale. In that warranty we warrant that the goods sold by us are of merchantable quality. A purchaser must give us written notice of such non-conformance (A) within 30 business days of the time when defect was or should have been discovered, but (B) not later than three months from receipt of the goods, or the purchaser waives any rights with respect to the goods. Our entire liability is limited to the purchase price of the goods in respect of which a claim is made, and costs of transport. The purchaser assumes all risk of loss and liability resulting from the use or sale of any goods. Please see the warranty contained in our terms and conditions of sale for more details.

Royal Building Products continuously strives to make product advancements through ongoing research and development. As such, the information contained in this literature is subject to change without notice. Although every effort has been made to provide accurate and reliable information in this literature, it is possible that errors may have occurred in the information published. Royal Building Products disclaims responsibility for any errors and the accuracy of any product specifications, pricing, data and information contained in this literature.

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