



American ALDES Ventilation Corporation

Standard Freight Policy

All terms set forth in this document shall be observed by American ALDES Ventilation Corporation (hereinafter referred to as "Seller") and anyone purchasing goods from American ALDES Ventilation Corporation (hereinafter referred to as "Purchaser"), effective April 25, 2016.

General Definitions

FOB Shipping Point: Also called "FOB Origin." Title to the merchandise passes to Purchaser at time and place of pick-up.

FOB Destination: Title to the merchandise passes to Purchaser at the point of destination.

FOB Shipping Point, Prepaid and Added: Seller advances the freight charges to the carrier and then bills Purchaser for the freight charges. The shipped item becomes the legal property and responsibility of the Purchaser when it leaves Seller's dock.

FOB Destination, Freight Collect & Allowed: Purchaser pays the transportation charge and Seller reduces the invoice by that amount.

Prepaid: Shipper (Seller) owns the freight payment responsibility.

Collect: Consignee (Purchaser) owns the freight payment responsibility.

Freight Terms

Transfer of Ownership: Standard policy is FOB Factory Prepaid and Added; however, Seller retains full and complete legal title to, and all legal rights in the ownership of, any equipment which is shipped prior to receipt of payment. Transfer of ownership to Purchaser occurs upon receipt in Seller's office of full payment for the equipment, and all related charges incurred in shipping, handling, documentation, service charges or collection fees. Purchaser may not transfer ownership or encumber the equipment in any manner prior to full discharge of all debts to Seller that are directly related to purchase of said equipment.

Method of Shipment: Unless specified otherwise, the method of shipment will be selected by the Seller. All terms, **exactly as specified by Purchaser at the time of purchase**, will be honored unless Purchaser is contacted by Seller prior to shipping. Seller will not be responsible for charges incurred as a result of Purchaser's failure to request or specify any of the following: restricted delivery, limited access, lift gate, call ahead, residential delivery, contact information, correct address, preferred carrier, expedited freight, air freight, or any other requests or changes that may alter the final cost and delivery date of the shipment.

Contact Information: All orders must have a contact person and phone number.

Restricted Delivery & Limited Access: It is Purchaser's responsibility to specify if the shipment is intended for a construction site or other area of restricted or limited access. Unless Seller is notified in advance, any charges incurred for restricted access will be billed to Purchaser.

Lift Gate Services: A lift gate should be specified by Purchaser when order is placed or stated on purchase order. Failure to notify Seller when a lift gate is needed will result in charges billed to Purchaser.

Residential Delivery Charges: Less-than-truckload (LTL) carriers charge fees to deliver to private residences. Purchaser must specify at the time of order if shipment is intended for a residential address. If Purchaser fails to notify Seller in advance, Purchaser will be responsible for any additional charges resulting from residential delivery.

Call-Ahead Services: Should be specified when order is placed or stated on purchase order. All notify shipments may delay expected delivery date a minimum of one (1) day. A phone number must be provided by Purchaser.



Third-Party Billing: Purchaser will supply account numbers for chosen carrier. Seller will add a minimum US \$30.00 handling charge for LTL or full-truck freight shipments processed through a third party.

Back Orders and Partial Shipments: Unless specified to the contrary on Purchaser's order, Seller retains the right to back orders or partial shipments. Restricting back orders/partial shipments requires Purchaser's instruction, either written or verbal.

Partial Shipments for Freight Allowed Orders: Applies when Purchaser is eligible for "Freight Allow," based on fulfillment of certain purchase criteria, as specified in Purchaser's Representation Agreement or special quotation. If Purchaser prefers a partial shipment, the back-ordered portion is not freight allowed. If Purchaser opts to wait for a complete shipment, then Seller pays 100 percent of freight charges.

Incorrect Addresses & Redirected Shipments: Purchaser is responsible for conveying proper ship-to information at the time of order. All charges billed to Seller by freight carriers as a result of an incorrect address furnished by Purchaser will be billed to the Purchaser. Redirected shipments have a minimum charge, as well as additional charges pending weight and mileage.

Drop Shipments: Relates to orders shipped from Supplier/Factory directly to Purchaser. Additional charges from the Seller may apply if all shipment method requirements are not disclosed.

Freight Quotes: All freight quotes are **estimates** based on the product quoted and the information provided by Purchaser. Quoted rates are time-sensitive and can change in the elapsed time between when quote is generated and when goods ship. Many factors, including but not limited to, fuel prices, actual shipment size, actual shipment weight, changes to order, changes to delivery address, incorrect address, notification requests, and restricted access, can affect final freight charges and delivery date. Freight estimates are valid for two weeks.

Delivery Times: All delivery dates are approximate, and while Seller shall make every effort to meet the delivery date, Seller shall not be liable for any delays in delivery or damages there from. **See Appendix A for Freight Transit Maps.**

Liability: Freight shipped within the United States has average liability coverage of \$25.00 per pound. Additional liability coverage can be purchased at 2% of total value. Freight shipped from Canada into the United States has a \$2.00 liability per pound, and a \$1.00 per pound liability for volume shipments (5,000 lbs over 5 skids).

Damages: When goods are shipped "FOB Shipping Point," it is Purchaser's responsibility to initiate any claims resulting from damaged shipments. Purchaser must contact carrier. As a general rule, Purchaser should inspect all deliveries prior to signing. Keep all shipping documents and take photos of the damage. When goods are shipped "FOB Destination," Seller is responsible for handling damages.

Holidays & Weather Conditions: Freight carriers observe all national holidays. Weather conditions may also affect delivery.

Small Packages

Delivery Times (By Zone): All delivery dates are approximate, and while Seller shall make every effort to comply with the delivery date, Seller shall not be liable for any delays in delivery or damages there from. **See Appendix B for Small Package Transit Map.**

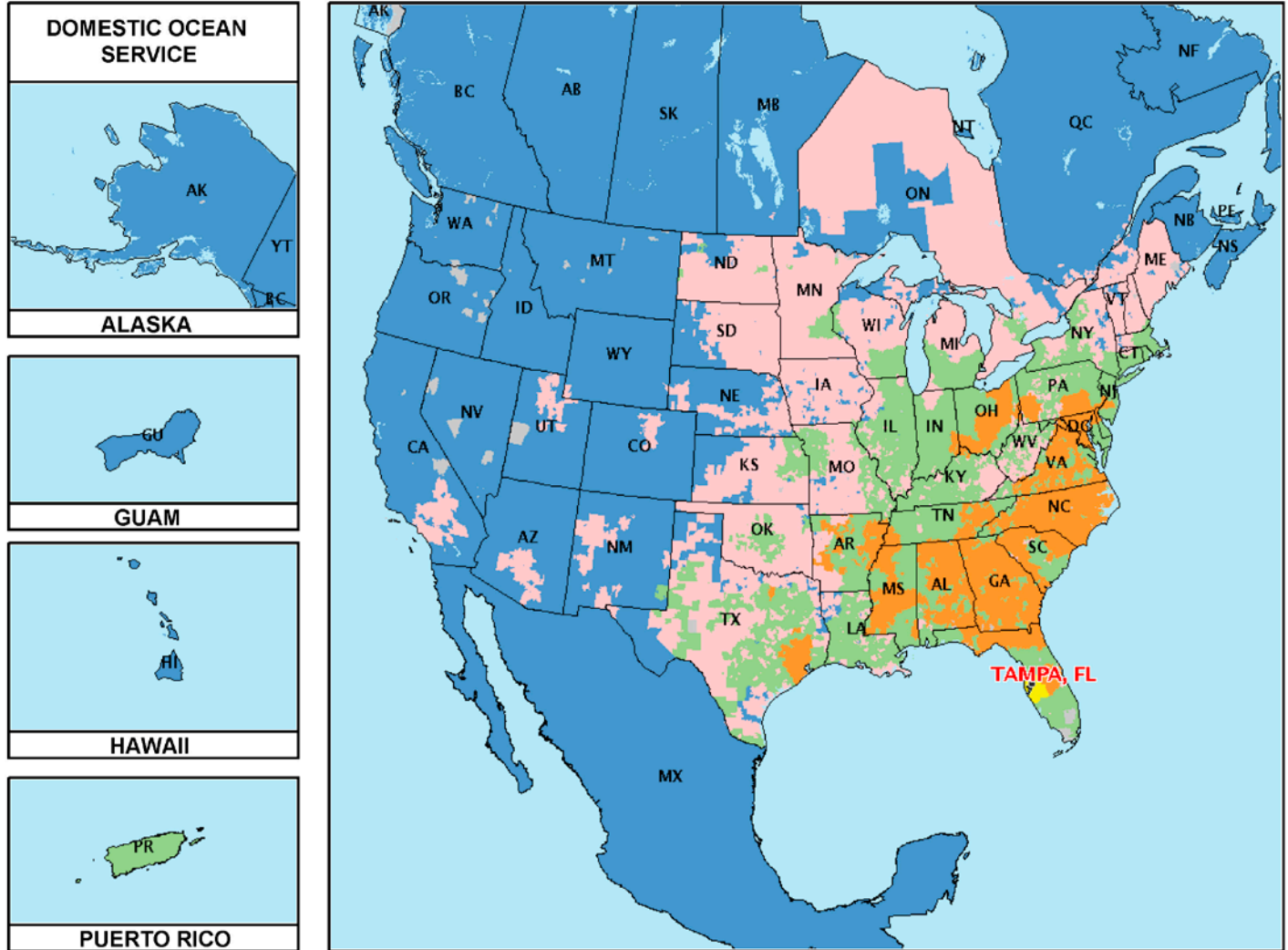
Residential Delivery Charges: It is Purchaser's responsibility to inform Seller that shipment is addressed to a private residence.

Air Shipments: Seller will only schedule an air shipment at Purchaser's request. Rates can be found on carrier websites.

Third-Party Shipments: Purchaser will supply account numbers for chosen carrier. Seller will add a US \$7.50 handling charge to all third-party UPS shipments.

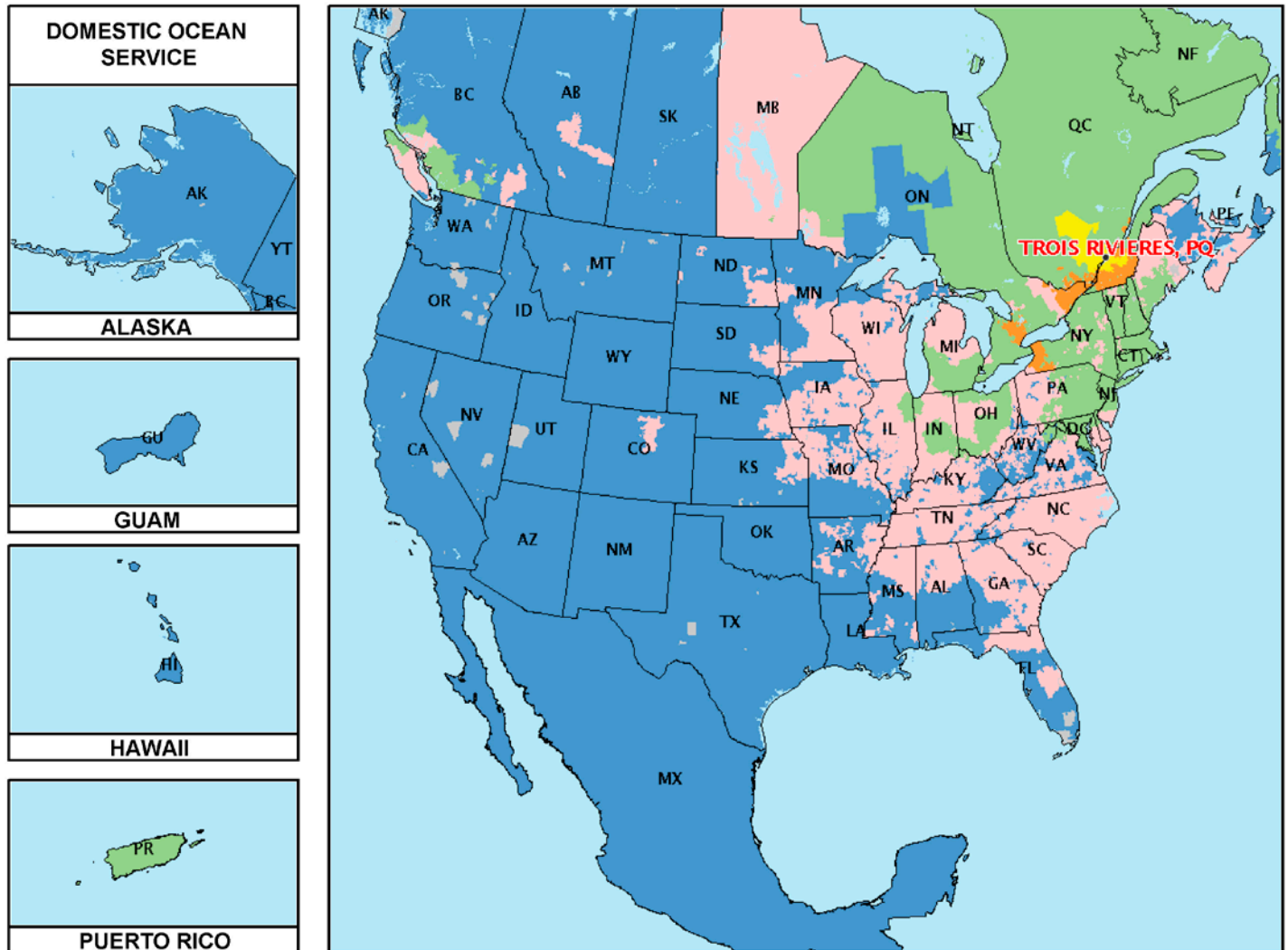
Appendix A – Freight Transit Maps

Transit Time from American ALDES Factory (Bradenton, FL)*



* Map for visualization purposes only.
Freight Transit Map is based on multiple carriers' freight delivery schedules.
Actual transit time may vary.

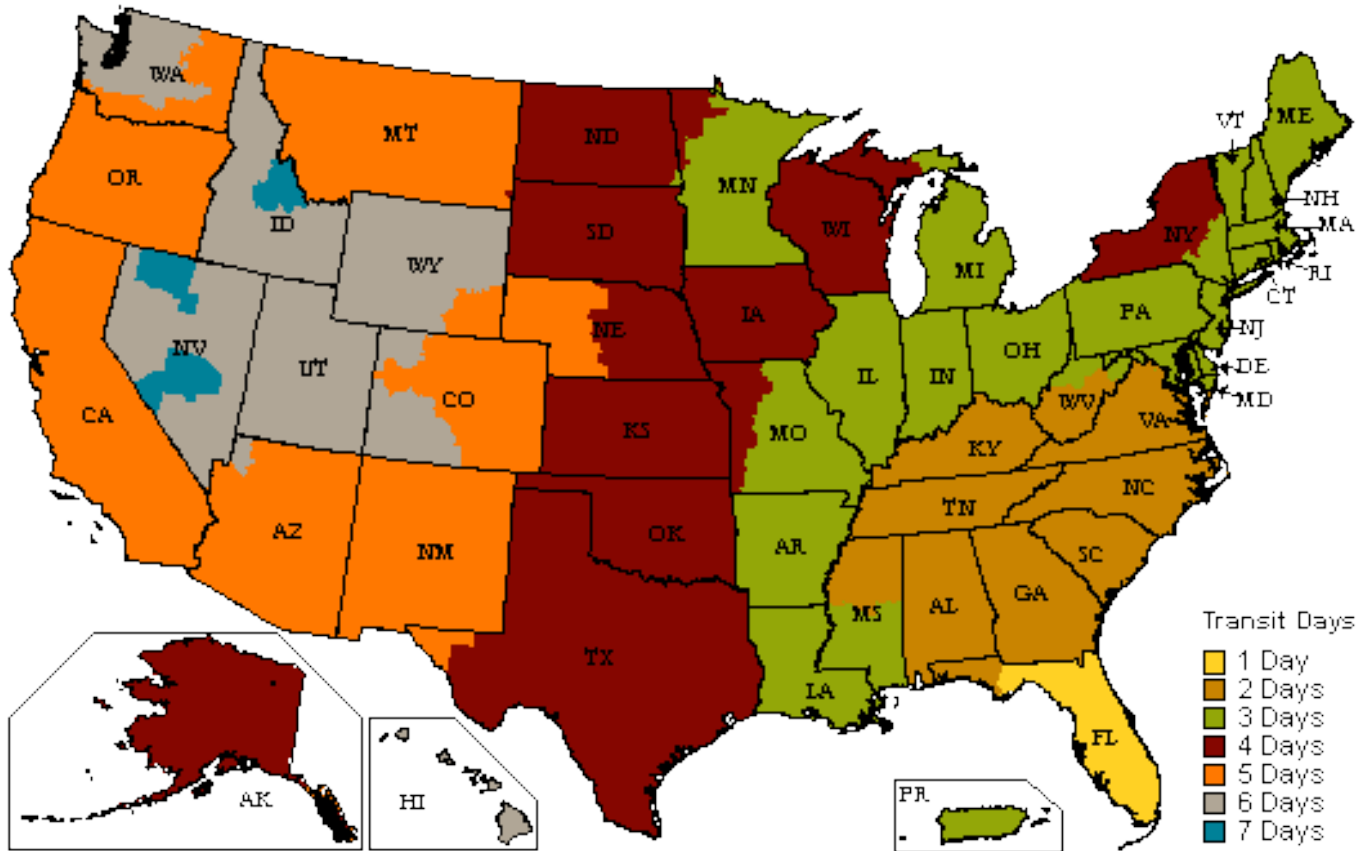
Transit Time from Canadian Factory (St. Leonard d'Aston, Quebec)*



* Map for visualization purposes only.
Freight Transit Map is based on multiple carriers' freight delivery schedules.
Actual transit time may vary.

Appendix B – Small Package Transit Map*

Transit Time from American ALDES Factory (Bradenton, FL)



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Small Package Transit Map is based on
multiple carriers' delivery schedules.
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