

Terms of Sale Effective August 28, 2023

Terms may change without notice

Salmon Arm Truss guarantees the products supplied are correct for the application shown on shop drawings that we prepare and you review and approve. We also guarantee that products supplied will meet code and are adequate to support the loads specified on the shop drawings. Salmon Arm Truss does not guarantee that we are supplying all products required to complete a project (such as headers beams and posts, and not necessarily a complete truss package). Precision products (IE: Trusses) are manufactured to tolerances not exceeding +/- 1/8 inch. Salmon Arm Truss Systems LTD. does not provide any warranty/guarantee for aspects beyond our control, included but not limited to shrinkage, warping, twisting, or other unseen defects in the wood used to manufacture any products. Engineered wood products not manufactured by Salmon Arm Truss are supplied rough cut.

Approved Drawings, you need to check and approve the following (including but not limited to...)

- Snow load. (obtain from your building inspector) You must also deliver the drawings to your building inspector for their approval.
- Any special loading (If it's not noted on the layout, see the truss drawings)
- Building classification (Residential – Commercial – Agricultural)
- Check all the dimensions of the truss layout.
 - o The pitch, overhang, and heel height of each plane (both ceiling and roof) if the layout does not show it, see the truss drawing
 - o Wall Heights – Ceiling heights
 - o Wall dimensions and heights (NOTE: trusses are manufactured to dimensions shown, if you need them shortened for plywood you MUST specify)
 - o Vaults / ceilings are shown and in the correct locations
 - o Truss locations (IE girder setbacks, point load locations)
- Review the truss layout to confirm it covers all the areas you are expecting to receive product for.
 - o Over framing and cross framing are not supplied, unless shown.
 - o If it's not noted on the layout, it's not supplied.
- **DO NOT** sign the layout if drawings need to be updated!
- **DO NOT** sign the layout if you do not have the truss drawings!
- **DO** notify us immediately if you need to make a change. (regardless of whether you have signed or not)

Approved Drawings, what you DO NOT need to check. We guarantee that the truss drawings supplied with the truss layout are the correct dimensions for that layout. Any such errors will be corrected by Salmon Arm Truss. For example, if the truss span on a truss drawing does not match the layout, or if the layout shows a raised ceiling and the truss drawing does not, we will replace those pieces.

Products are supplied as per approved drawings, not as per plan. Plans are often changed, or do not include a roof truss design, have errors, inconsistencies, deficiencies or lack enough detail to determine the exact intended truss design. Although we make efforts to notify you all changes, we do not take responsibility for specifically notifying you of each individual change, rather we provide shop drawings, so please review drawings carefully.

DO NOT install, damaged or incorrect products, do not start an installation with critical parts missing. Salmon Arm Truss will replace or repair and damages products, or products that do not match approved drawings. Products will be replaced on a rush basis, usually within 24 hours. Do not attempt repairs to any products without getting proper instructions from our office on how to complete the repairs; we may not be able to repair defective or incorrect products that have had an uncertified repair or modifications; as such we cannot guarantee that we will repair or replace such products. Missing products must be noted on a packing slip and/or reported in writing within 24 hours to be eligible for guaranteed replacement. Credit or compensations for lost time or other expenses to replace products is not given.

We DO NOT design or guarantee the entire structure. We supply products as individual components and we do not design an entire system, building bracing or building envelope. Some specifications (IE: loads) may show the minimum requirements for the purposes of sizing of additional products, and said minimum requirements for the products supplied by Salmon Arm Truss and may not meet minimum requirements of other products or of building codes. Mixing products from different manufactures is not recommended and we may refuse work at our discretion. Proper and safe installation of products and construction of the entire structure is the purchaser's, contractor's, or owners responsibility. A 3rd party P.Eng or other professional may need to be consulted to design proper and safe installation procedures, especially on larger buildings. Handling and installation methods provided by Salmon Arm Truss are only guidelines.

Price Protection (Dec 31, 2020: currently suspended, if you do not take delivery of products within 30 days, your order may be subject to a price review. Price could increase OR decrease. Any price increase will be reasonably documented or disclosed prior to delivery and/or explained or substantiated.)

Prices shown on a quote are cash prices and are guaranteed for 7 days unless otherwise noted. Signing the quote (VIA DocuSign) commits the order and will lock in your price, except as noted. You may sign an expired quote to commit the order, but your price will not be locked in. (see payment below). You must also confirm and sign off on construction drawings and take delivery within 30 days of quote date, otherwise the order may be subject to price changes. If price changes are not acceptable, you can cancel the order at anytime. Canceled orders will receive a refund for all un-completed work and cancellation fees may apply. Engineering and design work that has been completed will also be charged for before refunding. Completed custom orders, and non-stocked items are not refundable and are subject to storage fees is not delivered. Storage applies after 30 days, and is not less than %10 of the sale price of the product (per month) and not less than \$150/month.

Payment

A minimum deposit of %50 is required at time of order with balance on or before delivery. Your deposit only secures your price as per above paragraph, and does not guarantee your price indefinitely. Credit cards are accepted on retail sales only. As quotes are cash prices credit cards payments are subject to fees and are only accepted with full payment in advance. 30 day Credit is only issued based on past history with Salmon Arm Truss. Interest is charged at %3.5/month compounded monthly (%51.11/year), but may be change without notice. Interest may not be shown on statements but will still accrue from the date of invoice. Deposits are %100 refundable less any charges for work completed, including design, engineering, storage, and office expenses. No holdbacks are allowed for any reason. Invoices are prepared 1 or 2 days prior to scheduled delivery. Products are invoiced the day of scheduled delivery, if delivery was delayed with less than 2 days notice prior to scheduled delivery invoices are still dated on the original scheduled delivery date. No delay of payment is permitted for any reason once products are invoiced.

Delivery and Delivery Dates

We endeavor to accommodate your schedule, and frequent communication in writing or by email or text (between our delivery scheduler and you or your builder) is the best course of action. Our scheduler will be calling well in advance of delivery if we don't hear from you. In event of a dispute or disagreement about delivery times we will refer to the following policy. Delivery dates are booked on a first come first serve basis. Dates listed on quotes, invoices or material lists are not the confirmed delivery date. Call our office to arrange a delivery date. You will be asked to give a confirmed date in advance of your delivery. If you do not confirm your delivery date, your date may be changed at our discretion, and we will not deliver until you confirm. Changing a confirmed delivery date less than 3 days before delivery may result in extra charges, usually in the amount of the original delivery charge, any charges will be disclosed at the time of the delivery date change. Salmon Arm Truss does not accept any liability for expenses because of delayed delivery of products or services, regardless of the cause of the delay.

Delivery costs are quoted based on an allotment of time on site, which based on our estimation of how much time it will take in IDEAL conditions. Complete your site preparations prior to us arriving so that your site will be safe and legal. Our delivery vehicles may require much more room than concrete trucks or lumber trucks. (With loads, the vehicle may be up to 80' long). Extra site time is billed for, including but not limited to, extra crane time, extra time for ingress and egress of the site, extra time due to weather. Any on-site work provided by Salmon Arm Truss Systems LTD is not part of a supply contract or invoice and will be billed for and collected separately. Any requirements you have regarding on-site work will be addressed by a separate contract and will not affect any invoicing for the supply contract or invoice.

The delivery vehicle must operate on ground that is level hard packed gravel (or equivalent), clear of all debris and obstacles. The delivery area must be on the property listed on the invoice or quote or other documentation, and in an area where permission has been obtained to make the delivery. Charges for damages or extra time due to, poorly marked or unmarked hazards poorly marked or unmarked overhead and underground services, entry into unusable areas, undisclosed site limitations, are the responsibility of the purchaser. These charges include, but not limited to the following: expenses for equipment and manpower to extract the delivery vehicle from the property, expenses for on site time at current rate, expenses (including voluntary payments) for repairs for damages to delivery vehicle and any 3rd party property damaged in the process of delivery or extraction.

Salmon Arm Truss Systems LTD has the right to refuse to enter a property if it's not safe and legal, and such refusal is not a breach of contract. In such a case delivery will be at an area that meets the criteria in the above paragraph, which is as close as possible to the desired location. If delivery still cannot be made, products will be returned to Salmon Arm Truss Systems LTD and delivery will be deemed to have been completed. Products can then be picked up at our yard.

If the purchaser fails to meet, or cannot meet any or all of the terms, the purchaser agrees to insure/hold harmless Salmon Arm Truss against any of the above and also agrees to pay back or pay directly any expenses Salmon Arm Truss has in regards to the above.

Warranty

Warranty of products we manufacture is for a period of 2 years. Warranty is for replacement of product or for supply of products and/or other materials to repair products, at our discretion, labour excluded. Warranty of a complete system is not implied or included. Warranty of products not manufactured by Salmon Arm Truss is provided by the manufacturer. Warranty for damage to drywall or other finishes caused by deflection, truss uplift, shrinkage, twisting or warping, is not covered, and installation methods of our products must include allowances for such movement including but not limited to the use of drywall clips and backing material.

NOTE: Not all aspects of our policies and procedures are represented here. Our staff will supply products in the method they are accustomed to. If you require or expect any specific procedure to be followed you must request that at time of order.