Detectable Warning & Tactile Surfaces – **Access Tile, Armor Tile, and Advantage Tactile**

Terms & Conditions of Sale

Effective Date: July, 2026

CONTACT INFORMATION:
SureWerx Canada
49 Schooner St.
Coquitlam, BC V3K 0B3
Phone: 1-844-697-2905

Email (Orders): **orders.ci@surewerx.com**

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1. INTRODUCTION

This document outlines the standard corporate trade agreement, terms, and conditions of sale applicable to SureWerx Canada's Tactile Warning Systems Product Line, including detectable warning tiles, wayfinding tiles, and associated installation accessories. These terms govern all sales to distributors within North America unless covered by a separate written agreement signed by SureWerx.

These terms apply specifically to tile-related products under the SureWerx Construction & Infrastructure Division.

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2. QUOTES & PURCHASE ORDERS

- Quotes are valid for 30 days from date of issuance.
- Orders must be submitted via email, EDI, or fax only. Phone orders are not accepted
- All tile orders must be sent to **orders.ci@surewerx.com**
- Distributors may include multiple tile brands on a single purchase order (Access Tile, Armor Tile, and Advantage Tactile)
- Required/ship dates default to the PO entry date unless otherwise specified
- Orders accepted are subject to availability and may ship in multiple releases unless marked SHIP COMPLETE
    - "SHIP COMPLETE" orders:
    - May be delayed until all product is available
    - Are subject to extended lead times for non-stock or high-volume orders

- Orders with unusually high demand (above standard distributor buying patterns or above typical project quantities) may require 50% prepayment
- $50 minimum order value is required. Orders placed with a value less than $50 will be rounded up to $50.00
- Cancellation requests must be received within 24 hours from PO submission. Requests after 24 hours may not be possible to fulfill or subject to restocking fees. Cancellation requests can be emailed to **orders.ci@surewerx.com**
- Mis-shipments, shortages, or overages must be reported within 5 business days of delivery
- Damaged shipments:
    - Should be refused at delivery whenever possible
    - Must be reported within 5 business days including photos of damaged shipment/material

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3. PRICING

- Pricing can be obtained from your designated Sales/Account Manager
- Pricing is subject to change without notice
- SureWerx will make reasonable efforts to provide 30 days' advance notice of major tile price changes, where feasible

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4. PAYMENT TERMS

- Standard payment terms are Net 30 days from invoice date
- Short payments must be accompanied by documentation and emailed to **credit@surewerx.com**
- Credit card orders:
    - Pre-authorization occurs at order entry
    - Subject to a 3% surcharge
- Accepted payment methods: EFT and checks
- Depending on credit status, prepayment may be required on purchase orders
- Prepayment may be required for customized tile products (see Section 7)

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5. FREIGHT & SHIPPING

- Prepaid freight: $25,000.00 to a single location within Canada
- Orders below $25,000.00 will be billed freight (Prepaid & Add) or can be shipped Collect via customer's preferred carrier
- Additional freight/accessorial charges may apply, including but not limited to:
    - Lift gate service
    - Jobsite/rural delivery
    - Appointment delivery
    - Re-delivery or re-routing fees
- All shipments are FOB Origin
- Damaged shipments must be refused at time of delivery, documented, and reported to SureWerx within 5 days

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6. RETURNS & CREDITS

- Discontinued or customized or project-specific tile products are non-returnable
- Return requests must be approved or endorsed by SureWerx Sales Representative
- A restocking fee of 30% will be applied to products that are returned unless waived by the Sales Rep
- All returns require a Return Goods Authorization (RGA) prior to shipment back
- Requests for return of Tactile Warning Products are to be sent to **orders.ci@surewerx.com**
- Unauthorized returns may be refused and may not result in credit
- Distributor is responsible for freight on returns except in the case of:
    - Mis-shipments
    - Overages
    - SureWerx error
- Damaged or non-resalable product returned will be denied credit
- Credit to be processed after receipt and successful inspection of product to its original and resalable condition
- Return of goods is not valid after 90 days from invoice date
- Credits to be issued for damaged or mis-shipments once confirmed with CSR/Sales Manager and customer

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7. CUSTOM & ENGINEERED TILE PRODUCTS

- Custom tile colors and sizes require:
    - Pre-quote review
    - Signed approval drawings
    - Acknowledged lead time
    - Minimum order quantities
- Custom orders may require up to 50% down payment
- All custom tile products are non-cancellable, non-returnable, and non-refundable
- Project-specific engineered systems may require a separate contract

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8. WARRANTIES – TACTILE TILE PRODUCTS

Warranty terms differ based on tile product line. Unless otherwise stated:

- Standard manufacturer's warranty applies to defects in workmanship and materials
- Warranty periods:
    - **Access Tile**: 5 years (surface applied), 5 years (cast-in-place)
    - **Armor Tile**: 5 years (surface applied), 5 years (cast-in-place)
    - **Advantage Tactile**: 10 years (Cast Iron Tile), 5 years (Stainless Steel Domes and Bars)
- SureWerx is the sole judge of product condition
- Warranty covers replacement of defective components only; no labor reimbursement unless mandated under a separate installation warranty agreement

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9. BRAND & TRADEMARK GUIDELINES

- Distributors must follow SureWerx brand usage standards, including:
    - Proper labeling of tile product brands

- Use of approved marketing materials
- Accurate product naming and imagery
- No alteration or unauthorized reproduction of installation guides or technical drawings

- Failure to comply may impact distribution authorization

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10. GENERAL TERMS

- SureWerx may amend these Terms & Conditions at any time with written notice
- Any conflicting terms on a purchase order are expressly rejected unless agreed in writing
- SureWerx is not responsible for delays due to:
  - Material shortages
  - Carrier delays
  - Force majeure events
  - High-volume construction seasons