



A Tradition of Quality Since 1901

## COGAN CONSUMER INFORMATION AGREEMENT

**AGREEMENT BY AND BETWEEN:** **COGAN WIRE AND METAL PRODUCTS LTD.**, a corporation duly incorporated according to law, herein acting and represented by Derek Goddard, its President, duly authorized for the purposes hereof as he hereby declares;  
**“Cogan”**

**AND:** \_\_\_\_\_, a corporation duly incorporated according to law, herein acting and represented by \_\_\_\_\_, its President, duly authorized for the purposes hereof as he hereby declares;  
**“Customer”**

### Thank you for purchasing a Cogan product!

To help you obtain the most from your investment, **please read and sign** this *Consumer Information Agreement*. Should you encounter any problems or need any assistance, please call **1-800-567-COGAN**.

### 1. Definitions

- a. “Cogan” means Cogan Wire & Metal Products Ltd.
- b. “Customer” means the purchaser of the Products.

### 2. Examine the Drawings

The drawings provide details of your order (Mezzanines, Partitions, Racking, Guardrails, Lockers or Carts). Please study them carefully. If no corrections are required, please sign, approve, date and return one copy. This procedure form is part of the sales agreement. The dealer and/or client are responsible for all final dimensions and specifications.

### 3. Expected Delivery Date

Upon receipt of the approved drawings, your order will be prepared for fabrication. You will be advised of the expected delivery date (please allow one week). A more exact shipping date will be given as your order approaches its final fabrication stage and quality control checks. Any delays by Cogan in delivering the product that are due to suppliers' lead times or to any cause beyond Cogan's reasonable control shall not give rise to liability and shall not affect the binding character of this agreement.

This agreement is part of a firm order for the product, which is **non-cancellable, non-returnable** unless agreed upon by Cogan.

Should unforeseen circumstances arise and the client is not prepared to receive the order by the determined delivery date, Cogan will provide storage services. The material will be held at a third party logistics facility and is subject to a storage fee. The material will remain the property of Cogan until fully paid.



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#### 4. Local Codes and Regulations

Due to the variation of safety/building codes between regions, *it is the responsibility of the purchaser and/or end user to ensure that the product complies with all the respective electrical, fire, or safety/building codes*, which influence its use and installation.

The purchaser and/or end user must arrange for the appropriate installation and testing of the Cogan product such that all state, provincial or local safety codes are respected. If necessary, the purchaser must obtain state, provincial or local permits before using the Cogan product and that these permits are to be obtained at the purchaser's expense.

#### 5. The Job Site

Your order has been designed to suit your specific requirements. Extra care has been taken to ensure that the components have been fabricated for ease of installation. The drilling of some holes on the job site as well the application of some minor touch-up paint may be required. This is normal and considered part of the field work; the installer shall not be compensated. Refer to the installation procedures on the drawings supplied with the shipment. *The installer must be fully insured, trained and experienced in the erection of mezzanines, cantilever racking, partitions, lockers and guardrails.*

#### 6. If Your Order has Missing Parts

Please call the toll-free assistance number listed above. Have your drawings and parts missing list on hand when you call. Our engineering department will take your call and see that missing parts are shipped immediately.

#### 7. If Your Order has Shipping Damage or Defective Parts

Every order is inspected and carefully photographed prior to shipment from the Cogan plant. This allows us to prove that all material is in good condition when it leaves our facility.

If material is received in a condition which is less than satisfactory or if you discover a defect that will require service or adjustment, first note the damage on the freight bills, call your supplier immediately and report the problem. If the damage occurred in transport, we can supply supporting photographs/documentation so that a claim can be made with the transport company.

**Note:** COGAN Mezzanines and Cantilever Racks are designed for specific working loads and product dimensions. ***Do not change the product design to correct a problem unless first authorized by a Cogan engineer. If the product is altered in any way without explicit authorization by a Cogan engineer, your warranty may be void.***

Cogan will not accept back charges for any corrections made by the purchaser unless approved by the manufacturer.

#### 8. Transport Carrier

Unless specified, Cogan will ship your order the best and most economical way. Please allow for normal delivery time. It is recommended that the installation be scheduled only when the product has been received and shipment has been inspected, as deliveries can be delayed in transport. Cogan will not be responsible for the time installers wait for shipment.



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### 9. Acknowledgment

- a. The Customer, by its execution of this document, hereby acknowledges that it has read and understood the terms and conditions herein set forth.
- b. This present agreement shall commence on the Effective Date and shall remain in force for an initial term of one (1) year. Thereafter, this agreement shall automatically renew for subsequent one (1) year term, unless terminated in accordance with Clause 9.c hereof.
- c. Cogan can terminate this Agreement at any time by prior written notice delivered to the other party ("Customer") not less than thirty (30) days prior to the intended termination date.

Agreement entered into at the City of \_\_\_\_\_, Province/State of \_\_\_\_\_  
(month/day/year) \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

[CUSTOMER]

\_\_\_\_\_  
Name:

Title (**Authorized Signing Officer ONLY**):

V. 2014-7

**Cogan Wire & Metal Products Ltd.**

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[cogan.com](http://cogan.com)