



Marketing News

New CCW accessory prices effective Jan. 1, 2016

Wylie, Texas, Dec. 1, 2015— Effective Jan. 1, 2016, the Carlisle Coatings & Waterproofing Standard List Price will reflect a five percent increase on **accessory products only** for the CCW Waterproofing and Air & Vapor Barrier product line.

CCW has absorbed nominal raw material and other costs since 2011. However, to continue its pledge to provide customers with the highest quality products, the company must adjust accessory product prices.

Also beginning Jan. 1, 2016, CCW will implement a five percent material upcharge for LTL shipments to absorb special labor and handling fees. CCW offers expedited "same-day" or "next-day" shipments for a \$250 flat fee arrangement with designated carriers. To avoid any additional charges, CCW encourages customers to stock those items frequently purchased. Please note CCW Terms & Conditions state all stocked items will be shipped within **three business days**. An updated copy of CCW General Terms and Conditions of Sale is included at the end of this document.

The CCW Standard List Price **will be available on December 15** to registered distributors at www.carlisleccw.com. The newly formatted full line price list is organized by system so that customers can easily locate which products are needed for different applications. In addition, the new format contains only 12 pages and is arranged in portrait rather than landscape format for easy readability.

As always, the CCW Standard List Price is simple to navigate thanks to a table-of-contents and product hyperlinks. Users who click on table-of-content links can jump directly to product categories within the price sheet. More information about a particular product can be found by clicking on a product link that takes users to the CCW website where technical data sheets and other information is located.

If you haven't already done so, go to www.carlisleccw.com to view price lists and other CCW product information. Click on "Sign up for a new account," and fill out the registration form. Be sure to choose "Authorized Distributor" from the drop-down menu to gain access to proprietary CCW information. Please allow up to 24 hours for system approval. And remember, CCW will never share your contact information.

For questions about CCW pricing, please contact your local sales representative.

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CCWI WATERPROOFING DIVISIONS GENERAL TERMS AND CONDITIONS OF SALE

Acceptance of your order is expressly conditioned upon acceptance by you as the Buyer of the terms and conditions stated below. Carlisle Coatings & Waterproofing Incorporated divisions, subsidiaries and affiliates (hereinafter "Seller") shall not be bound by any Buyer's terms and conditions of sale which attempt to impose any conditions at variance with Seller's terms and conditions of sale which are included herein or are stated on Seller's technical data sheets, catalogs, invoices and packages. Seller's failure to object to provisions contained in Buyer's forms shall not be deemed a waiver of the provisions of the Seller's terms and conditions, which shall constitute the entire contract between the parties. The following Terms and Conditions apply to all Carlisle Coatings & Waterproofing, Inc. continental USA and Canadian destinations only. These Terms and Conditions of sale, dated January 1, 2016, supersede any and all previous versions of such.

1. ORDER PLACEMENT.

Orders can be placed with Carlisle Coatings & Waterproofing Customer Service Department via:
Toll Free Fax Line: 1-800-295-7430
Toll Free Voice: 1-888-229-0199
Email: customerservice@carlisleccw.com

2. PRICE

Seller reserves the right to change its price schedule at any time without notice. In the event of an increase in price applicable to orders placed by the Buyer, the Buyer may cancel such orders at any time within ten (10) days after notice of such increase. The amount of the present or future sales, revenue, excise or other taxes applicable to the goods, shall be added to the purchase price and shall be paid by the Buyer, or in lieu thereof, the buyer shall provide Seller with a tax exemption certificate or other proof of tax exemption acceptable to the taxing authorities.

3. DELIVERY AND TRANSPORTATION.

All Stock items will be shipped within three (3) business days after an order has been received or on the customer's requested ship date, whichever is later. All Non-Stock items will be shipped ten (10) business days after an order has been received or on the customer's requested ship date, whichever is later. The day an order is received will be included in this lead time, if the order is released before 2:00pm EST. Orders that include both Stock and Non-Stock items will be shipped complete, in accordance with the Non-Stock lead time. Note: For clarification on an item's Stock/Non-Stock or a Special Quote status, please refer to your Carlisle Coatings & Waterproofing price sheet.

Unless otherwise agreed, products shall be shipped FOB (Shipping Point or warehouse), at the expense of the buyer. Title to and risk of loss to products shall pass to Buyer upon shipment. Loss or damage that occurs during shipment is the Buyer's responsibility regardless of whether the carrier was selected by CCW or Buyer and regardless of whether the cost of the shipment is borne by CCW or Buyer.

Any Unloading Detention Charge assessed to CCW, as a result of a detention at the customer's designated ship to location in excess of two (2) hours, will be charged to that customer in full.

In the absence of prior special arrangements confirmed in writing and agreed to by CCW and Buyer, goods are sold and shipped according to the shipping terms on the face of the CCW's order acknowledgment.

4. ISO WALL INSULATION ONLY.

Full Truckload quantities are defined as 3,072 cubic feet or 24 units of 4' x 8' material. Carlisle will select the freight carrier on all orders that are prepaid. Prepaid Freight applies to normal delivery times only. The customer will be responsible for the additional shipping costs associated with any order that requests "EXPEDITE," "HOT RUSH," "TEAM DRIVERS," or similar request. An effort will be made by our Customer Service team to advise a customer of any orders that are over single Truckload quantities.

Less than truckload (LTL) quantities, defined as all orders less than 3,072 cubic feet or 24 units of 4' x 8' material, will be shipped Prepaid and deficit freight charges will be added to the order invoice.

Drop shipments are permitted, with a total of three drops including the final destination, for full truckload orders. If a drop shipment is requested, with all stops being made for a single customer, then all stops EXCEPT the first destination will be charged a \$150.00 drop fee. If a drop shipment is requested that services multiple customers (i.e. more than one (1) customer), then all stops INCLUDING the first destination will be charged a \$150.00 drop fee. For all Drop Shipments, the final destination must be within 250 miles of the first drop or stop.

Any Unloading Detention Charge assessed to CCW, as a result of a detention at the customer's designated ship to location in excess of two (2) hours, will be charged to that customer in full.

Carlisle Coatings & Waterproofing reserves the right to pass on applicable miscellaneous freight charges that are incurred in the delivery of prepaid shipments. These include, but are not limited to, Fuel Surcharge, Toll and Destination Charges.

In the absence of prior special arrangements confirmed in writing and agreed to by Seller and Buyer, goods are sold and shipped according to the shipping terms on the face of the Seller's order acknowledgment.

5. SHIPMENT VERIFICATION.

Carlisle is now listing the physical shipping units on the bottom of the bill-of-lading (i.e. number of rolls, number of skids). As a result, the following practices must be used to verify the accuracy of all shipments.

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Full Truckload Shipments: Customers have the option of verifying that all physical shipping units have been received. Based on this, the customer may sign the bill-of-lading "subject to count," so that the driver can be released. However, a complete verification process is still recommended by Carlisle. If discrepancies are found during the verification process, Carlisle must be notified via fax or email within 24 hours of receipt of the Shipment

LTL Shipments: All LTL Shipments must be verified at the time of receipt. If any item(s) is not on the shipment, then the bill-of-lading must be signed "Short," prior to releasing the driver

Request for Proof of Delivery (POD) must be obtained within 60 days of shipment

6. PAYMENT TERMS.

Buyer agrees to make payment in accordance with terms stated on the face of the order. If Buyer defaults, is insolvent or if Buyer's credit is impaired, Seller shall have the right to (1) demand payment in full for any goods delivered or before proceeding with manufacture of goods; (2) withhold shipments in whole or in part; and (3) recall goods in transit. Invoices not paid within the time period allowed by the stated terms will be assessed a finance charge of 1 1/2% per month (18% per year) on the unpaid balance or the maximum allowable rate permitted by law. Standard Payment Terms: 1.5 % 10 Days, Net 45 Days. No discounts on freight, sales taxes or any non-product item.

7. DELAYS

Seller shall not be held responsible for delay in deliveries hereunder if caused by fires, floods, strikes, labor disputes, accidents, acts of war, priorities required or requested by any government authority, transportation delays, restrictions imposed by Federal or State law or regulations, Seller's inability to secure raw materials or other causes beyond Seller's control.

8. WARRANTIES AND DISCLAIMERS.

Seller warrants its products described on the face of the order to be free from defects in materials and workmanship at the time of their delivery. Seller's liability and Buyer's remedy are limited, at Seller's option, to the replacement of defective goods at the F O B point or repayment of the purchase price. Replacement of defective goods or repayment of the purchase price will be made only upon Seller's receipt of Buyer's written notice that the goods are defective, and upon Seller's inspection of the goods, buyer shall return defective goods and Seller shall bear the cost of shipping only after Seller has sent Buyer definite shipping instructions. Claims under this warranty must be made within 30 days of the delivery. CARLISLE MAKES NO WARRANTY EXPRESSED OR IMPLIED INCLUDING THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY. SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR ANY BREACH OF WARRANTY. NO REPRESENTATIVE OF THE SELLER HAS AUTHORITY TO MAKE ANY REPRESENTATIONS OR PROMISES EXCEPT AS STATED HEREIN.

9. CANCELLATION

Except as provided in paragraph two (2), an order placed by Buyer and accepted by Seller shall not be canceled by Buyer without Seller's written consent. Any cancellation shall be upon terms that will indemnify Seller against loss.

10. RETURNED GOODS.

Except as provided in paragraph seven (7), goods shall not be returned to Seller without first obtaining its written consent. Only goods currently being manufactured by Seller and sold to Buyers within ninety (90) days from the date of the order shall be considered for return. Goods accepted for credit shall be subject to a minimum service charge of twenty-five percent (25%) of the original purchase price. All transportation charges and risks of loss shall be borne by the Buyer. Goods custom manufactured for Buyer's specifications shall not be accepted for credit under any circumstances. Returns authorized by Seller that are not completed and returned by Buyer within 45 days of the date of issuance of the authorization will be deemed null and void.

11. GENERAL.

The failure on Seller's part to insist upon a strict performance of any of the terms and conditions herein shall not be deemed to be a waiver of such terms or conditions or of any rights or remedies which Seller may have in demanding strict performance of all the terms and conditions herein contained. Remedies herein reserved to seller shall be cumulative and additional to any other or further remedies provided by law. The taking of any action by Seller shall not be deemed to be an election of that action to the exclusion of others. The captions are inserted only as a matter of convenience and are for reference and in no way define, limit or describe the scope of this agreement nor the intent of any provision thereof. These Terms & Conditions of Sale can only be modified by Carlisle Coatings & Waterproofing, and must be done so in writing. If a modification is made, a 30 day notice will be issued, with subsequent orders constituting acceptance of the new terms.

This acknowledgment, together with Buyer's duly accepted order, constitutes the entire agreement between the parties hereto and may not be changed or modified except in writing signed by the parties to be charged. The laws of, and the courts of, the Commonwealth of Pennsylvania shall govern the agreements without reference to their conflict of laws provision or statutes. SELLER RESERVES THE RIGHT TO ACCEPT ALL OR PART OF ANY ORDER. The Buyer hereby acknowledges receipt and agreement to these terms and conditions, which shall, until further notice, apply to all contracts for the sale of goods entered into with Seller.

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