

## Conditions of Sale

- 1) **The supply of goods** is subject to the quotation submitted to you in respect of the goods supplied hereunder.
- 2) Unless previously agreed in writing **all Orders** will be executed at prices ruling at the time of delivery.
- 3) **Minimum Order Value:** Where the order value is less than \$20.00 a surcharge of \$5.00 may be applied.
- 4) **Delivery charges:** Goods are sold "ex warehouse" and a delivery Charge will apply to cover freight. Special road/rail transport will be charged freight on, or, at cost to customers account.
- 5) **Retention of Property:**
  - a. Property in any items or materials ("Products") delivered by the Company to the customer will remain with the Company and will not pass to the customer until the Company has been paid in full for the Products and until all cheques and other negotiable instruments, if any, have been cleared or until the Company makes a demand, in writing, pursuant to paragraph E. Until such time the Company has a right to call for or recover the Product and for this purpose, the Company, its employees or its agents, may enter the customer's premises or any other place where that Product may be stored and the customer, when called upon to do so, is under an obligation to deliver up the Product to the Company.
  - b. The Products will be at the sole risk of the customer upon and after delivery of the Products to the customer.
  - c. If the Company has not been paid in full for a Product, then until disposed of by the customer with clause D, the customer must store the Product in a manner that clearly shows property in the Product belongs to the Company and the customer will hold the Product in a fiduciary capacity as bailee.
  - d. The customer may sell and deliver the Products in the ordinary course of business provided that the customer keeps records of the sale of those Products and the customer must account to the Company for the Company's interests in the proceeds of the sale.
  - e. If any payment for the Products is overdue in whole or in part the Company may (without prejudice to any of the rights) recover or resell the Products or any of them or, on demand, require the customer to pay interest on any overdue payment from the due date up to the date of actual payment, at a rate not to exceed the Bank overdraft rate ruling.
- 6) **Goods Returned for Credit**
  - a. All returns must have a RGA (Returned Goods Authorization) number obtained from the Company, prior to any return.
  - b. Except for the return of faulty or incorrectly supplied goods a 20% re-stocking charge will be applied to all goods returned for credit.
  - c. In the case of return of buy-ins against customer order, credit will only be allowed if the original manufacturer/supplier also accepts the return.
  - d. All goods returned shall be in their original containers and should not be shop soiled; obsolete or damaged as such goods may be rejected or credited at a reduced rate.
  - e. Goods specifically manufactured or procured, modified or rendered unsuitable for subsequent re-sale are not returnable.
- 7) **Extended Sales Value** may include an amount referable to Sales Tax, Handling and other recoveries.
- 8) Every care is used in the packing, but unless otherwise agreed, no responsibility is taken for loss or damage in transit.
- 9) **Warranty** is as specified by the manufacturer of the goods supplied.
- 10) **The Company shall not be liable:** for any indirect, consequential or punitive damages (including loss of profit) arising out of any act or omission of the Company in the course of supplying the goods, whether arising through the negligence of the Company its servants or agents or otherwise.