

DEFLECTO CANADA TERMS AND CONDITIONS

PRICING: Prices are subject to change without notice. All quotations, unless otherwise specified, are binding for immediate acceptance only.

HOW TO ORDER: By letterhead, purchase order, fax, email or EDI.

MINIMUM ORDER: \$100 per location / Purchase Order

SHIPPING: Orders less than established prepaid will be shipped freight prepaid and added to invoice unless customer provides carrier information including account number on the Purchase Order.

CASE QUANTITES: All items will be adjusted to the next even case quantity unless otherwised specified on the Purchase Order. Broken case quantities are available, however they will be subject to a 20% surcharge for the broken case portion.

TERMS OF SALE: Terms and payment due dates are specified on each invoice. Payment must reach Deflecto by the due date (discounts and eligible date for prompt payment, if applicable, are identified on each invoice). Payment may be made by cheque, wire transfer, VISA or MASTERCARD. No payment deductions will be allowed without referencing a Deflecto Canada Credit Memo number. Credit Memos will expire 180 days after date of issue. Note that Credit Memos will only be issued in the form of product, and will have <u>no</u> monetary value.

OPEN CREDIT: A completed Deflecto Credit Application must be furnished for consideration and approval for open credit.

SHIPMENT DISCREPANCIES: Claims for shortages or errors in shipments must be reported to Deflecto Customer Service within 48 hours of receipt of order. A signed copy of the carrier's bill of lading and/or delivery receipt indicating the discrepancy was noted must be supplied. Deflecto assumes no responsibility for unsigned claims or claims made after 15 days from date of receipt of order.

SHIPMENT DAMAGES: Claims for damages must be reported to Deflecto Customer Service within 48 hours of receipt of order. A signed copy of the carrier's bill of lading and/or delivery receipt indicating the damage must be supplied. Deflecto assumes no responsibility for unsigned claims or claims made after 15 days from date of receipt of order.

RETURNS: No returns will be accepted without prior authorization (RMA #) from Deflecto Customer Service. Any merchandise authorized for return must be in original packaging, and arrive in re-saleable condition. Credit will only be issued when is back in Deflecto inventory, not before. All returns are subject to a 25% Restocking Charge. Only merchandise verifiable by a Deflecto invoice number will be considered for return.

CUSTOM ITEMS: Custom-ordered product is non-returnable, and any custom work in progress will be billed in full if cancelled.

METAL RACKS: All metal rack components are billed at time of shipment and will be invoice under <u>separate account</u> and are due upon receipt. Full credit will be issued upon return of metal rack components to Deflecto - note prior authorization (RRA #) is required. Rack Credits cannot be taken in the form of product, and have <u>no</u> monetary value. Note that Credit Notes will expire 180 days after date of issue.

WARRANTY: It is Deflecto Canada Policy to produce a quality product. In the event a product is defective, we will warrant it 100% against defects in material and workmanship. Deflecto Canada products are generally incorporated into other systems & assemblys, therefore we do not warrant any cost beyond Deflecto Canada products.