



## Terms and Conditions of Sale

Jesstec Industries Inc. accepts and will fill your order only upon the terms and conditions appearing below. If these terms and conditions are not acceptable to you, please notify us at once. Your acceptance of our shipment will be deemed to be acceptance of these terms and conditions.

Orders submitted on your own purchase order form which contains statements, clauses or conditions modifying, adding to, repugnant to or inconsistent with the terms and provisions contained herein are accepted by us only upon conditions and with the express understanding that, notwithstanding any such statements, clauses or conditions contained in any order form of yours, our liability will be determined solely by the terms and conditions set out herein, and in accepting and consummating any such order we will be deemed not to have in any way changed, enlarged or modified our liabilities or obligations as fixed by such terms and conditions or sale as stated by us herein.

- 1.** Pricing  
Prices are based at time of shipment.
- 2.** Prior Sale  
Material in stock is subject to prior sale or shipment
- 3.** Credit and Payment Terms  
Credit terms are subject to our approval. If credit has not been arranged, payments must accompany the order. If credit relations are desired and have not been previously established, shipping delays will be avoided if references are furnished. Unless stated otherwise terms of sale are net 30 days from date of invoice. All overdue accounts are subject to interest at a rate of 2% per month.
- 4.** Shipping Details  
If goods are shipped FOB destination, we reserve the right to ship via the carrier of our choice. Where prepaid freight is included in the price, no allowance will be made for customer pick up at our warehouses. The unloading of materials at the point of destination shall be the sole responsibility of the buyer. Unless firm delivery is quoted, orders are accepted subject to delivery estimates.
- 5.** Returned Goods  
Permission must be obtained before returning merchandise at which time we will provide a Return Material Authorization form including a return number and shipping instructions. Merchandise returned without permission may not be received or will be held at purchaser's risk and is liable to non-acceptance. Authorized returned goods are subject to restocking charges which will vary depending on the product. Special orders are not returnable.
- 6.** Reel Charges  
Reel charges for returnable reels will be reimbursed upon freight prepaid return of undamaged reels to the originating warehouse within 12 months.
- 7.** Damaged Goods  
If there is any evidence of damage to reels, packages or contents, do not receipt to the carrier "in good condition" but note damage on delivery receipt. In case of damage, no claims allowed after 48 hours of receipt of goods.
- 8.** Warranty  
There are no warranties or conditions (including statutory conditions as to correspondence with description, merchantability or fitness for purpose), either expressed or implied with respect to the goods. Buyer shall be limited to the warranties of any of the respective manufacturers. Our sole liability for defects is to refund at buyers cost upon return of same.
- 9.** Force Majeure  
We shall not be responsible or liable, either directly or indirectly, for the loss or damages due to delay in delivery caused by war, hostilities, invasion, insurrection, riot, the order of any competent civil or military government or by fire, strikes, lockouts, labour disputes, lack of transportation facilities, shortages of raw materials, or by any other cause whether or not of similar nature, which is unavoidable or beyond the reasonable control of Jesstec Industries Inc.
- 10.** Taxes  
Exemptions from taxes or taxes charged are subject to reassessment by taxing authorities and exemptions made or taxes charged to you, are without prejudice to our right to recover from you at any subsequent date, taxes improperly exempted or assessed.
- 11.** General  
Clerical errors are subject to correction.