



I.R.P. INDUSTRIAL RUBBER LTD.

Terms & Conditions of Sale

MINIMUM ORDER: \$50.00 NET

SALES TAXES: Harmonized Sales Tax (HST), Federal Goods & Services Tax (GST) and/or Provincial Tax EXTRA where applicable

SHIPPING TERMS: FOB Mississauga, Edmonton, or Port Coquitlam (Vancouver) Warehouses.

TERMS: NET 30 DAYS to approved accounts.

CONDITIONS OF SALE: The purchaser agrees to the following provisions:

- a) "The seller shall not be liable in damages for, nor deemed to be in default by reason of any failure or delay in shipment of all or any part of this order caused by war, fire, flood, strike, lockouts, accident, act of God, Government order or requirement, interruption or shortage of materials or transportation facilities or other causes or circumstance, similar or otherwise, beyond its control".
- b) "The seller may decline to deliver hereunder except for cash if at any time the company shall not be satisfied as to the customer's credit or responsibility".
- c) All prices are subject to change without notice.

WARRANTY: "The seller guarantees the said goods against original defects in material or workmanship for (ONE YEAR) from date of shipment provided as follows:

- a) The goods are used, operated and maintained in a competent and normal manner by the buyer and in conformity with the seller's instructions.
- b) The seller's liability under the warranty shall be limited to replacement or repairs of any defective goods, free of charge to the buyer or, at the seller's option a refund of the purchase price less any adjusted charge for the service rendered by the defective goods.
- c) Any expressed or implied warranty that the goods are adequate for any particular purpose is hereby negated.
- d) With respect to goods not of the seller's own manufacture, this warranty shall apply only to the extent that the seller is able to enforce a claim of liability against the manufacturer thereof.
- e) The buyer shall give written notice to the seller forthwith after the discovery of any defect and thereafter shall make further use of the goods at his own risk.
- f) The seller shall not be liable for consequential damages arising out of the installation or use of the goods.
- g) This warranty is given in lieu of all other warranties, implied, statutory or otherwise."

CLAIMS: Our liability ceases when goods are delivered to the Transportation company and we hold receipt for them. Make your claim on the Transportation Companies for concealed as well as apparent damage, and advise us.

RETURNS: Returns will be accepted under the following conditions:

- a) Product must be a standard stock item in first class resaleable condition. Nonstandard lengths may not be returned for any reason.
- b) Rubber products cannot be returned if sale is over three months old, due to a lack of control we have over storage conditions and handling. (storage near heat, sources of ozone, or direct exposure to ultraviolet light has a detrimental effect on rubber and this product may cause a hazard if used after improper care).
- c) A 20% restocking charge and outgoing prepaid charges (if applicable) will be deducted from credits issued with a minimum charge of \$50.00.
- d) No returns will be accepted without preauthorization and a valid M.R.A. number.
- e) All goods must be returned freight prepaid.