



TERMS AND CONDITIONS OF SALE NCI CANADA INC.

The following Terms & Conditions apply to all orders and sales between NCI Canada Inc. ("NCI") and you ("the Customer").

ORDERS

- All orders will be subject to a net minimum charge of \$200.00.
- All orders are subject to the terms and conditions set out herein.
- NCI reserves the right to accept or reject an order.
- NCI reserves the right to substitute goods with goods of equal quality and identical specifications, or to limit quantities as NCI inventory requires.
- NCI reserves the right to change the Customer order quantity to the nearest package quantity.
- Customer shall pay any administrative fee resulting from cancellation of its order.
- Customer credit approval is required prior to any order shipment.

PRICES

- NCI reserves the right to change all list prices and discount schedules without notice.
- All prices are in effect at time of shipment unless otherwise stated.
- All taxes relating to goods sold and delivered are not included in the purchase price, and shall be paid by the Customer.

TERMS OF PAYMENT

- Net on 30th day of the month following.
- Overdue accounts are subject to 1.5% interest per month, 18% per annum.
- Title of all goods remains with NCI until Customer payment has been received in full.
- Terms of Payment are subject to change.

DELIVERY

- NCI reserves the right to ship orders in the most economical manner.
- Shipments from NCI are F.O.B. Oakville, Ontario or Edmonton, Alberta. See your current discount bulletin for prepaid freight allowance levels where applicable.

- Customer may request, and shall pay for, any special packaging or handling of orders.
- Delivery dates and schedules are based on estimates at time of quotation. NCI assumes no liability for expenses resulting from late delivery.
- Customer requests for Proof of Delivery may be subject to an administrative fee.

RECEIPT OF GOODS

- Customer will inform NCI of any inaccuracies in filling orders in writing within five business days of receiving any goods.
- Goods may only be returned to NCI with NCI's prior written consent.

WARRANTIES

- All goods sold by NCI carry only the manufacturers' warranty.
- NCI does not expressly or implicitly warrant any quality, design, and fitness for any particular purpose of workmanship of any goods.
- NCI will reasonably assist the Customer in resolving any warranty claim.
- NCI makes no representation on the quality, design, fitness for any particular purpose or workmanship or workmanship of any goods it sells.

LIABILITY

- NCI is not liable for any consequential damage resulting from any defect in material, design, installation or workmanship.
- NCI is not liable for loss of damage of goods in transit. Claims for loss of damage of goods in transit should be made to the carrier, immediately.
- NCI is not liable for loss of damage due to delay or inability to deliver goods caused by acts of God, war, labour disputes, accident, ability to obtain materials, shortages of fuel or energy, or any other causes beyond the control of NCI.

GOVERNING LAW

- This sales contract is governed by the laws in effect in the Province of Ontario.
- NCI and the Customer agree that Ontario shall be the exclusive jurisdiction in which disputes under this contract may be arbitrated or adjudicated.