

EGLO Canada Inc. – Terms and conditions

By ordering from EGLO Canada, customers agree to these terms:

1. General

All orders are accepted and executed subject to the following Conditions of Sale. EGLO Canada Inc. ("Seller") will not accept any terms and conditions other than those specified nor any addition or variation thereto unless agreed in writing between parties.

2. Quotations & Prices

All prices shown are excluding taxes and delivery. No transaction shall be deemed completed until Seller has accepted Customer's purchase order and Seller reserves the right not to accept a purchase order, or a portion thereof, for any reason. Unless otherwise expressly agreed to by Seller in writing, prices are subject to change without prior notice and products are billed at prices in effect at the date of shipment. Clerical errors are subject to correction and products in stock are subject to availability at time of order acceptance. Moreover, and without limiting the foregoing, Seller expressly reserves the right to change prices if quantities change or if changes in market conditions so warrant.

3. Taxes

Customer shall pay the amount of any taxes, duties and similar charges levied by any government authority in connection herewith. Such charges are not included in the price of the products or services and will be added to payments due to Seller. Customer agrees it will be responsible and shall indemnify Seller for all additional taxes or penalties from a taxing authority, and all legal expenses incurred by Seller due to incorrect taxing information furnished by Customer.

4. Terms & Payment

Subject to credit approval, payment for all amounts due hereunder shall be due net thirty (30) days from date of invoice unless otherwise expressly agreed to by Seller in writing. Notwithstanding the foregoing, Seller may at its sole discretion require that full payment be required before delivery of any product or provision of services. Seller reserves the right in its sole discretion, either to: (a) withhold deliveries, shipments or performance of services, (b) impose or revise any credit limits on Customer's purchases, or (c) cancel the purchase order, when Seller deems itself insecure with respect to Customer's ability to pay for the purchase order.

5. Minimum Orders

The minimum order value is \$250.

6. Prepaid Freight Minimums

Prepaid freight minimum order amounts vary by Customer Agreement. All applicable freight charges will be shown as a separate charge on Sales Order Confirmations and Invoices. Any orders that do not meet the prepaid freight minimum, but are above the \$250 minimum order value, will be subject to a 20% freight & administration surcharge.

7. Rush Orders

Rush Orders are subject to an additional \$30 charge.

8. Delivery & Shipment

Any shipping and/or delivery dates given in advance are estimates only and are not guaranteed, although reasonable commercial efforts will be made to meet such estimates. No liability shall attach against Seller because any delay in delivery and/or shipment by Seller. Customer agrees to accept partial or pro rata deliveries, shipments and hold Seller harmless from any liability that may result from Seller's inability to execute in full any purchase order.

9. Loss or Damage

The company shall not be liable for any Penalty, Loss, Damage, or Failure in delivery or performance from any cause at all, nor shall any such failure or delay entitle the purchaser to refuse to accept delivery in full or in part.

10. Returns

Returns are only allowed if prior written authorization is obtained from Seller, the product is new, in resalable condition and in the original manufacturer's package with sales receipt or invoice. Return material authorization numbers must accompany all previously authorized material returns and credit shall be issued based on Customer's purchase price for the returned product less any restocking charges, freight, or other expenses.

For additional information, contact our Customer Service department at 1-(866)-492-3456 or info-canada@eglo.com