

## **Pomar Terms & Conditions of Sale**

All sales as made by Pomar Hardware & Supply Inc., "Seller", are accepted from the "Customer" subject to the Terms and Conditions as contained. No deviations to these Terms and Conditions are acceptable to the Seller unless confirmed in writing by the Seller, irrespective to any purchase document as may be provided by the Customer.

**Acceptance of Order:** All customer orders as received by us will be followed with our acknowledgement of order which will confirm order details and prices as effective at the time of order placement and is transmitted to the customer by E-mail or Fax. Any errors or discrepancies are to be reported to the seller within 48 hours of issuance.

**Special Order Goods:** Non stock or special order products will require a written purchase order from the customer and will be non-returnable for any reason. A deposit against such orders of up to 50% of the order value is required prior to our ordering. An over/under run of up to +/- 10% may occur to special order products.

**Quotations & Prices:** Quotations are valid for thirty days from date of issue unless otherwise indicated on the quotation.

Prices are subject to change without notice.

The seller reserves the right to make price adjustments on back orders.

**Terms of Payment:** Unless prior approved trade credit has been established, all orders are C.O.D. Payment is accepted by Visa, MasterCard, Direct Bank Deposit or company cheque. No personal cheques will be accepted. All credit card payments will be assessed a 2% transaction service fee.

NSF or returned cheques will be charged a \$ 50.00 handling fee and customer terms will be suspended.

New customer accounts are welcomed and will be given consideration to terms upon receipt of a fully completed Credit Application form. Terms may be granted after review of deemed credit worthiness and confirmation to ongoing levels of business activity with us. Initial orders will be filled on a C.O.D. basis only.

Minimum order/invoice charge is \$ 50.00 exclusive of applicable taxes and shipping charges. Orders not meeting the minimum value will not be processed.

**Taxes:** All quotations and invoiced sales are subject to prevailing Federal and Provincial taxes as may be applicable at time of shipment from our warehouse as per regulations of the Canada Revenue Agency.

**Shipping:** F.O.B. our Brampton, Ontario warehouse.

Unless otherwise specified, shipments with combined weights less than 100 lbs will be shipped by small package carriers of our choice and charges will be prepaid and added to the customer invoice. The seller does add a nominal handling fee to shipping charges for this service.

Shipments over 100 lbs will be shipped by common carrier on a collect basis by either carrier of customer choice or as selected by seller. Customer is to provide a valid shipper account number for shipments made by customer choice carrier.

We strive to ensure that all shipments are carefully packed and quality checked for accuracy. Any claims for shortage must be made in writing to our sales department with 24 hours of receipt by customer. We will not be held responsible for any shortage reported after this time.

Shipments are normally made "Collect" F.O.B. our Brampton warehouse, and as such ownership and risk for loss or damage passes to the customer upon pick-up by the carrier. All such claims must be processed by the customer however the seller will provide all necessary documentation for such shipment to assist with supporting your claim. Payment for the sellers invoice remains the responsibility of the customer and is to be made within the set forth terms of the seller.

**Return of Product:** No product will be accepted by our receiving department without a valid Return Goods Authorization number (RGA) being issued in advance by our sales department. All returns must clearly display the RGA number on the outside of the package or container. Returns not in compliance will be refused at our dock, no exceptions. RGA authorizations are valid for thirty days from date of issue only and returns outside of date will be refused. Returns containing unauthorized products, or higher than authorized quantities will not be accepted. Products must be in original packaging and in clean and unused condition. Products that may contain lot or manufacturing date codes must have these intact and legible.

Discontinued, obsolete, modified, special order or near or expired shelf life products will not be eligible for return consideration. Electrical/electronic components and Gas Props are not eligible for return unless deemed defective and warranted by the manufacturer as represented. Returns for warranty evaluation are at customer expense and are not reimbursable.

All returns are to be made by customer prepaid means and returns will be charged a minimum 20% service handling charge or \$ 10.00 whichever is greater. Credit for returned product will be applied to the customer account only to be utilized against future purchases. Open credit is valid for one year from date of issue only. No cash refunds.

**Cancellation of Order:** Orders for standard stocked inventory products may be cancelled without penalty when cancellation is received in writing and prior to any shipment from our warehouse being made. Cancellation requests for non stock or special order products will not be accepted.

**Limited Warranty:** Seller warrants all products on behalf of the original manufacturer and is limited to such warranties as implied or expressed. The Seller shall not be liable for any injury, loss or damage, direct, indirect or consequential, arising out of the use or inability to use any item as sold by us. Our only obligation in lieu of all warranties expressed or implied, is to replace or repair any item found to be defective. Seller will not be liable for any labour, transportation or other expenses incurred to replace or repair defective product or any other expense incurred nor for general, special or consequential

damages arising out of or occasioned by a defect or failure of any product sold to the customer, nor for any loss arising from the sale or use thereof.

***Before the use of any product, it is the responsibility of the customer to determine the suitability and safety of the product for its intended application and use. The customer assumes full responsibility and risk in connection therewith.***

This warranty is in lieu of all other warranties expressed or implied. No representative or employee of the Seller is authorized to imply or assume any other responsibility or liability whatsoever in respect to any product as sold by the Seller.

**Miscellaneous:** Seller will not be held responsible for non delivery or delay in delivery due to delays, damages and losses resulting from labour stoppages of any kind, riots, fires, floods, and inability to secure materials or other incidents or occurrences beyond our control.

The product information as described within our catalogues, brochures and website, to the best of our knowledge, is accurate as derived from information obtained from our respective manufacturers and suppliers at time of creation. Such information is subject to change, correction or deletion at any time without notification. It is the responsibility of the Customer to test the product(s), to assure satisfactory performance for the intended application, and to inspect product immediately upon receipt. Seller assumes no responsibility for the accuracy of data provided within our catalogues, brochures and website and with data as supplied by others.

Pomar Hardware & Supply Inc. reserves the right to make changes to our Terms & Conditions of Sale without notice.