

# WILSON & COUSINS GENERAL TERMS & CONDITIONS

## PAYMENT TERMS:

Net 30 Days. (After approved credit). 2% interest per month charged on past due accounts.

## FREIGHT TERMS:

F.O.B. ~~BURLINGTON~~, ON with no freight allowance.

Shipments are normally sent freight collect, if customer requests shipment sent prepay and charge, a 10% freight surcharge will be added. A \$1.00 surcharge is added to Parcel Post and United Parcel Shipments.

## QUOTATION TERMS:

Quotations protected for 60 days from date of quotation. If an order is received within this period, the material must be released for shipment within 120 days from date of order, otherwise prices will be those in effect at time of shipment.

## LIMITED WARRANTY:

This is Wilson and Cousins's only express warranty. No other express warranties or changes or additions in this warranty are valid. The remedy stated in this warranty is the only remedy available under this warranty. To the extent permitted by law, Wilson and Cousins disclaims all liability concerning the product, except as provided in this express warranty and in the implied warranties accompanying the product. This warranty is limited in duration to a period ending one year from the day of shipment from the factory.

The following warranty is applicable to all new products sold by Wilson and Cousins which become inoperative or unusable due to defects in material or workmanship, and is limited to the original purchaser, hereinafter referred to as "you." Wilson and Cousins warrants that it will replace without cost any item received by Wilson and Cousins which is shipped at your expense and which is received within the operable period of the warranty.

**NOTE:** The warranty period begins to run on the date of shipment from the factory and lasts for a period of twelve (12) months. If you have a defective product, you should telephone or write the main office in ~~Burlington~~, Ontario, and request a "return goods data" number. Wilson and Cousins will assume the expense of transportation between the factory and place of original shipment for returning the product replaced, pursuant to the warranty, however, Wilson and Cousins reserves the right to charge for handling and shipping on any in-warranty return where inspection indicates no defect in material or workmanship.

Wilson and Cousins will not be responsible for any labour or material claims without prior written approval from the ~~Burlington~~, Ontario office.

Wilson and Cousins reserves the right to make changes in designs, or to make additions to, or improvements in, its product without incurring any obligations to incorporate or install such design changes, additions or improvements in or on products previously manufactured or sold.

The above warranty gives you specific legal rights, and you may also have other rights which vary from province to province. Your remedy against Wilson and Cousins for failure of the product for any reason is limited, to the extent permitted by law, to replacement without cost, plus return shipping, as provided in this warranty. All incidental and consequential damages as well as labour for the replacement of such product are hereby excluded.

## TAXES:

Any applicable federal, provincial or state taxes will be added to all invoices unless tax exemption certificates are furnished.

## RETURN GOODS:

No material returned without written authorization will be accepted. All return goods subject to 25% handling charge and transportation both ways. Plus any charges necessary to put material back into saleable condition. Credit will be issued to apply only against future purchases.

## SPECIAL ORDERS:

Non catalogue items which have been specially produced are not subject to cancellation or return for credit.

## CLAIMS:

Any shortage or error in shipment must be reported within 10 days. Damaged or lost material should be reported to carrier and is the responsibility of the Purchaser.

Minimum charge - \$50.00 NET.

This cancels all previous price sheets. Subject to change without notice.



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