



## Disclaimer and Terms of Service

Welcome to Van-Centre Forklift & Industrial Repairs Ltd. (VCF)

### Disclaimer

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### Terms, Policies, and Pricing

**Images:** Images on this site are for reference purposes only. Product images, as well as VCF's logo and branding, may not be reproduced or used without prior written consent from VCF. These images are meant to represent the type of part being offered, and the actual product may differ from the depiction.

**Order Acceptance:** All orders are subject to VCF's approval and acceptance. The terms and conditions governing all orders are subject to change without prior notice. VCF reserves the right to cancel orders if unforeseen circumstances (including but not limited to natural disasters, strikes, labor disputes, accidents, terrorism, war, riots, transportation delays, legal restrictions, and material shortages) prevent timely delivery.

**Pricing:** Prices may change without prior notice.

**Payment Terms:** Payment is due via credit card before parts are shipped or picked up.

**Pick-Up Orders:** Orders not collected within 5 business days will be shipped to the billing address on file, and the customer will be responsible for standard freight charges as detailed in our Shipping/Freight terms.



#### Shipping/Freight Terms:

Surface Freight Charges: - Orders over \$600 net value will be shipped with prepaid surface freight using VCF's chosen carrier. This excludes specific items like forks, tires, attachments, and others.

- Orders under \$600 will incur freight charges based on the invoice amount.
- Orders over \$2,200 net value will be shipped with prepaid surface freight, excluding Drop Ship products. Shipments will be charged based on dimensional weight.

#### Air Freight Charges:

- Air shipments are billed according to weight and destination rates. Backorders will not be shipped via air unless specifically requested, in which case charges apply.

#### Collect Shipments:

- Orders shipped collect will include all orders, even those that would otherwise qualify for free freight.

Cancellations: Orders cannot be canceled once processed.

Returns: Requests for returns must be made within 30 days of the invoice date. Returned items require a Return Authorization number and must be returned within 30 days of issuance. Certain products are non-returnable. Restocking fees apply for non-defective returns at 33.33%.

Core Charges: Core credits expire if cores are not returned within 30 days. Cores returned in poor condition or not in the original container may incur additional charges.

Forks: Forks and fork extensions must be sold in pairs. Single forks are only shipped for warranty purposes.

Starter and Alternator Warranty: Starters and alternators are warranted against defects for one year. Defective items will be repaired or replaced free of charge.

Limited Warranty: VCF warrants its products against defects in material and workmanship for one year (or as specified). This warranty covers parts only and excludes labor costs. Warranty items must be returned in good or like new condition to VCF. VCF does not pay freight on any warranty claim. VCF will inspect and issue a return credit when faulty part is inspected for defects, 10-30 business days once the item has been received.

Limitation of Liability: VCF is not liable for special, incidental, consequential, or indirect damages, including lost profits, arising from any legal theory. This limitation may not apply in all jurisdictions.



Tax: The purchaser is responsible for all applicable taxes and fees related to the products purchased.

Waiver: VCF's failure to enforce any term does not waive our right to enforce it in the future.

Applicable Law/Exclusive Jurisdiction: These terms are governed by the laws of the relevant province. Disputes will be handled by the appropriate court in that jurisdiction.

Export Control: Products are subject to export laws and regulations. Purchasers must comply with all relevant laws and regulations.

Severability: If any term is deemed invalid, the remaining terms will continue to apply.

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