



## **MAX INDUSTRIAL SUPPLY LTD**

### **TERMS & CONDITIONS**

**No terms or conditions of sale or purchase except those set forth herein shall apply, unless specifically accepted by Max Industrial Supply in writing.**

1. Payment Terms are net 30 days subject to credit approval.
2. Prices are quoted in CA\$ unless noted.
3. Max Industrial Supply Ltd reserves the right to correct any error or omission of a clerical or technical nature on any document issued by Max Industrial Supply Ltd.
4. Freight Terms are FOB Max Industrial Supply Ltd. Edmonton, AB unless otherwise stipulated.
5. Noted delivery dates are subject to prior sale and/or shipping logistics. Max Industrial Supply Ltd will endeavor to provide updates for changes in delivery.
6. Returns are subject to a 25% restocking charge and must be approved by Max Industrial Supply Ltd management prior to acceptance. Material must be unused and in re-saleable condition and prepaid to Max Industrial Supply Ltd Edmonton, AB. Returns must have an RMA number provided by Max Industrial Supply Ltd. All RMAs will be cancelled 30 days after being issued.
7. All custom orders and modified material orders are considered non-cancellable, non-returnable.
8. Max Industrial Supply Ltd does not warrant any purchased product however Max Industrial Supply Ltd will replace any defective goods so long as the goods were used in the manner they were designed. Max Industrial Supply Ltd accepts no liability beyond the replacement of defective parts and will only be liable for the replacement of defective material.
9. Max Industrial Supply Ltd takes great care to ensure that all parts supplied comply with the purchase order however should issues arise Max Industrial Supply Ltd will work with the customer to correct the error so long as we are notified within 15 days after delivery of material period.
10. **FORCE MAJEURE AND OTHERS:** Neither party shall be liable in damages or have the right to terminate this agreement for any delay or non-performance or partial non-performance, if such delay or default is caused by conditions beyond its control and occurring without its fault or negligence including but not limited to Acts of God, Earthquake, Revolts, Riots, Fires, Floods, Rebellions, Explosions, Hurricane, Sabotage, Civil commotions, Wars, Piracy, Insurrections, Regulations of Respective Governments of the two parties namely the Seller & the Buyer and/or any other cause beyond the reasonable control of the party whose performance is affected. Neither party shall be liable to the other for any lost revenue, lost profits or other incidental or consequential damages based on any breach or default under this contract.