

VJDS International Inc. Terms of Sale

Effective Date: 20th March 2013

Approved By: Directors

Owned By: VJDS International Inc.

Updated: 17th November 2024

1. Acceptance of Terms

By placing an order with VJDS International Inc. ("Seller"), you ("Buyer") agree to be bound by and accept these Terms of Sale. These terms govern the sale of goods and/or services by VJDS International Inc. and supersede all prior agreements, discussions, or understandings regarding the purchase of products or services.

If the Buyer does not agree to these Terms, they must notify the Seller before completing any purchase. The Seller may, at its discretion, reject an order that does not conform to these Terms of Sale.

2. Products and Services

The Seller agrees to provide products and/or services as outlined in the Buyer's purchase order or agreement, which will be governed by these Terms. The Buyer acknowledges that the specifications, pricing, and availability of the products/services are subject to change at the discretion of the Seller.

- Product Specifications: The products will be delivered according to the specifications set forth in the Seller's order confirmation or invoice.
- Services: Any services provided by the Seller will be as described in the service agreement or proposal.

3. Pricing and Payment Terms

- Pricing: Prices for products and services are as specified in the Seller's catalog, website, or order confirmation at the time of purchase unless otherwise agreed in writing.
- Taxes: All prices are exclusive of any applicable taxes, tariffs, duties, or charges imposed by government authorities, which will be paid by the Buyer.
- Payment Terms: Unless otherwise agreed in writing, payment for all products and services is due [30 days] from the invoice date. The Seller reserves the right to require payment in advance for certain orders or accounts.
- Late Payment: Any overdue payments will be subject to a late payment fee of [2%] per month or the maximum amount permitted by law, whichever is less.
- Currency: All payments must be made in [currency, CAD] unless otherwise agreed.

4. Order Confirmation and Cancellation

- Order Confirmation: Orders are considered accepted by VJDS International Inc. only upon confirmation in writing or through the VJDS International Inc. order confirmation system. The Buyer is responsible for reviewing all details in the order confirmation for accuracy.
- Order Cancellation: Orders may be cancelled only with the Seller's consent. Cancellation requests must be made in writing and may incur a cancellation fee based on the stage of fulfilment. Orders for

custom or non-standard products may not be cancelled once production has started at VJDS International Inc or its subcontractors.

5. Delivery and Risk of Loss

- Delivery: The Seller will use commercially reasonable efforts to deliver products by the delivery date stated in the order confirmation. Delivery timelines are approximate and may be subject to change. The Seller will communicate any change in delivery schedule to the buyer, as feasible.
- Delivery Method: The delivery terms will be as specified in the Purchase Order (e.g., FOB, CIF, EXW, DDP etc.). If no specific delivery terms are mentioned, delivery will be made at the Seller's discretion.
- Risk of Loss: Risk of loss for products passes to the Buyer once the goods are delivered to the agreed location, unless otherwise stated in the order confirmation.
- Title: Title to the goods remains with the Seller until full payment has been received by the Seller.

6. Inspection and Acceptance

- Inspection: The Buyer must inspect the products upon receipt and notify the Seller in writing of any defects, damages, or discrepancies within [3] days of delivery. Failure to provide timely notice will constitute acceptance of the goods as conforming to the contract.
- Return of Goods: If the Buyer identifies defective or non-conforming goods, the Buyer may return them in accordance with the Seller's return policy, provided the return request is made within the specified time frame (3 days from receipt of goods or as specified in the quotation). The Buyer is responsible for shipping costs associated with returns unless otherwise agreed.

7. Warranty

- Limited Warranty: The Seller warrants that the products will be free from defects in material and workmanship for a period of 12 months from the date of installation or 18 months from the date of delivery whichever comes earlier, subject to the conditions outlined in the warranty policy. This warranty does not cover damage caused by misuse, neglect, or unauthorized alterations.
- Exclusive Remedy: The Seller's sole liability under this warranty is limited to, at the Seller's discretion, the repair, replacement, or refund of the defective product. No further warranties, express or implied, are made by the Seller.

8. Limitation of Liability

- Exclusion of Consequential Damages: In no event shall the Seller be liable for any indirect, incidental, special, or consequential damages, including but not limited to lost profits, business interruption, or loss of goodwill, regardless of whether such damages are based on breach of contract, tort, or any other legal theory.
- Limitation of Liability: The Seller's total liability for any claim arising under this Agreement shall not exceed the amount paid by the Buyer for the specific product or service giving rise to the claim.

9. Force Majeure

Neither party shall be held responsible for failure to perform any of its obligations if such failure is caused by events beyond its reasonable control, including but not limited to natural disasters, acts of war, terrorism, labour strikes, government actions, pandemics, or supplier disruptions.

10. Intellectual Property

- Ownership: The Seller retains all intellectual property rights, including patents, trademarks, copyrights, and trade secrets, associated with the products, services, and any related documentation.

The Buyer may not use, copy, or distribute the Seller's intellectual property without prior written consent.

- License: The Buyer may use the products only as intended and in accordance with any applicable licenses or usage restrictions provided with the products.

11. Confidentiality

The Buyer agrees to maintain the confidentiality of any proprietary or confidential information disclosed by the Seller, including product designs, specifications, or other trade secrets, unless such information becomes publicly available through no fault of the Buyer.

12. Governing Law and Dispute Resolution

- Governing Law: These Terms of Sale will be governed by and construed in accordance with the laws of Alberta, Canada

- Dispute Resolution: Any dispute arising out of or in connection with these Terms of Sale will first be addressed through informal discussions. If the dispute cannot be resolved amicably, it will be submitted to arbitration in Alberta.

13. Amendments

The Seller reserves the right to modify or amend these Terms of Sale at any time, with notice to the Buyer. The latest version of the Terms will apply to any new orders placed after the amendment.

14. Miscellaneous

- Severability: If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

- Assignment: The Buyer may not assign or transfer its rights or obligations under these Terms without the prior written consent of the Seller.

- Entire Agreement: These Terms of Sale constitute the entire agreement between the parties with respect to the sale of products and services, superseding any previous agreements or understandings.