

# Terms and Conditions

## 1. Terms

- All first orders from new customers are C.O.D. prior to approval by the Credit Department (please allow 10 business days for new accounts).
- Agway's standard credit terms are Net 30 Days from date of invoice.
- Applicable taxes are extra.

## 2. Limits of Liability

- If the product is found to be defective or does not conform to the terms of the order as accepted by the seller, the seller will replace such products as prove defective or allow credit for the invoice price of such products at the option of the seller, provided that the buyer shall promptly notify the seller of any claim in respect of the product and such product shall be held for inspection by the seller.
- In no event shall the seller's liability exceed the invoice price of the defective products. The labour cost for erection shall at no time be the basis of a claim; all defects must be reported before the use or erection of the material.
- In no event shall the seller be liable for consequential damages.

## 3. Delivery

- **FREIGHT PREPAID** - on Agway trucks to all dealer locations in those areas of the Province of Ontario where our fleet normally delivers, unless otherwise stated.
- **MINIMUM DELIVERY CHARGE** - orders of less than \$500.00 net invoice value are subject to a delivery charge.
- **JOB SITE DELIVERY** - for each job site delivery, a "map" must accompany the order, complete with end-user name, if applicable. A job site drop charge may apply.
- **PICK-UP CHARGE** - for special pre-arranged pick-up of customers' own material, a minimum freight charge of \$75.00 may apply (depending on volume of material).

## 4. Return of Goods Policy

- Orders made as per customer specifications **CANNOT BE RETURNED**.
- **Prior written authorization** from the Agway sales department is required before any goods can be returned.
- Agway personnel will **NOT** pick up goods for return without this written authorization.
- Any returned goods will be picked up at dealer location **ONLY**.
- A **15% restocking fee** will be charged on all returned goods.

## 5. Conditions of Sale

1. All orders are subject to acceptance at the Seller's Offices at the address shown on the face hereof. Orders entered on our books cannot be countermanded except with our written consent and upon terms that will indemnify us against all loss.
2. This agreement shall be construed according to the laws of the Province in which the Seller's Offices are located as shown on the face hereof.
3. Title to the products sold hereunder shall pass upon delivery to the Carrier at the point of shipment, but neither the Buyer nor the Consignee shall have the right to divert or reassign such shipment to any destination other than specified in the bill of lading without permission of the Seller.

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**All information contained in this catalogue is subject to change at any time without notice.**



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## 5. Conditions of Sale (cont'd)

4. If the Buyer shall fail to make payments in accordance with the terms hereof, the Seller may defer further shipments until such payments are made or terminate this agreement. Shipments and deliveries shall at all times be subject to approval of the Seller's Credit Department. The Seller reserves the right, previous to making any shipments, to require satisfactory security for performance of the Buyer's obligations or cash before shipment.
5. The Seller shall not be liable for failure or delay in delivery by reason of any contingencies beyond the Seller's reasonable control, including, but not by way of limitations, strikes, differences with workmen, fire, flood, embargo, war, Government regulations, including allocations, preferences or priorities for Government or other orders, or shortage or failure of raw materials, fuel or transportation.
6. Claims by the Buyer must be made in writing promptly upon receipt of shipments and the Seller given the opportunity to investigate, The Seller shall incur no liability for damage, shortages, etc., alleged to have occurred or existed at or prior to delivery to the Carrier, unless the extent of such damage, shortage, etc., shall have been entered on the receipt of the Carrier. The Seller's obligation to replace or credit the invoice value of the product shall apply only if the defect is reported before use or erection of the material.
7. There are no understandings, terms or conditions not fully expressed herein. There is no implied warranty or conditions except an implied warranty of title to, and freedom of encumbrance of, the products sold hereunder, and the Seller's liability hereunder shall be limited to the obligation to replace material proven to have been defective in quality or workmanship at the time of delivery, or allow credit therefor at its option. In no event shall the Seller be liable for any consequential damages or for claims of labour.
8. Unless otherwise expressly agreed upon in writing, the products sold hereunder shall be subject to the Seller's standard manufacturing variations, tolerances and classifications.
9. Unless it shall have been expressly agreed upon in writing, the Seller shall not be responsible for the results of any technical advice in connection with the design, installation or use of the products sold hereunder.
10. Unless specifically agreed upon at the time of order, the loading arrangement and selection of Carrier shall be at the direction of the Seller.
11. Failure of either party to enforce any of these conditions or to exercise any right shall not affect its rights nor shall any such failure act as a waiver in respect of other or future occurrences.

