## TERMS & CONDITIONS



(Seller: Canada Plastics & Belting Inc) (Buyer: Customer)

If you wish to purchase any product or service made available through the Service provided by Canada Plastics and Belting Inc. you may be asked to supply certain information relevant to your Purchase including, without limitation, your Name company name contact details and address. Products and services furnished by Seller are sold only on the terms and conditions herein unless otherwise expressly agreed in writing between the parties.

- All quotations are subject to the terms and conditions stated herein as well as any additional terms and conditions that may appear on the face hereof.
- Unless otherwise specified in writing, all quotations expire thirty (30) days after date thereof, may be terminated earlier by notice, and constitute only solicitations for offers to purchase.
- Prices quoted are for Products only and do not include installation, technical data, proprietary rights of any kind, Copyrights or packaging, unless expressly to in writing by Seller.
- Delivery dates quoted by Seller should be interpreted as estimated and in no event shall be constructed as falling within the meaning of "time is of the essence."
- Seller shall not be obliged to accept any return of Products.
- If the seller Agrees / accepts and agrees that a Product can be returned it shall be subjected to a minimum thirty (30) percent restocking charge or whichever is approved by the seller.
- Cancellation of orders by the client will attract a 10 % administration fee. No refund for Customers product cut to size or opened items/packaging custom-fabricated, correctly supplied, will be entertained
- Our liability is limited to the replacement of goods proved faulty when delivered. The Seller shall not be liable for any indirect, consequential loss, damage or expense suffered by the customer. Claims must be submitted within 3 days of delivery for shortages or faulty goods. Products may differ slightly in colour or minor detail from associated photos; this does not affect technical specifications.
- Due to fluctuations in raw materials and energy costs prices may change without notice.
- Custom items are not eligible for return Any Material purchased by Customer and packaged in Boxes/cartons/ skids shipped by Canada Plastics & Belting is shipped on the Buyers/Risk, And delay / breakage/ damages during transportation which occur Canada Plastics & Belting Cannot be held liable.
- And Sheets cut to size there is a Minimum Tolerance of + 3mm or more unless specified on the quotation / invoice

Claims related to defective material will be filed directly to the appropriate manufacturer in accordance with their warranty terms. Canada Plastics & Belting will contact the manufacturer and initiate the claim process.

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all orders/customers who use the Service.

## **Warranties**

Except as otherwise stated, the only warranties applying to materials sold are those, if any, specifically provided by the seller in writing on the quote. Seller - Canada Plastics & Belting MAKES NO WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED. FURTHER, CANADA PLSATICS DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES OF PERFORMANCE, MERCHANTABILITY, WORKMANSHIP, QUALITY, DURABILITY, SUITABILITY, OR NON-INFRINGEMENT INCLUDING WITHOUT LIMITATION IN THOSE INSTANCES WHERE CHANGES, ALTERATIONS OR MODIFICATIONS ARE MADE IN MATERIALS AT THE REQUEST OR INSTRUCTION OF THE CUSTOMER, AND THE CUSTOMER AGREES NOT TO CLAIM OR COMMENCE SUIT AGAINST CANADA PLASTICS BASED ON ANY SUCH DISCLAIMED WARRANTIES OR SUCH MANUFACTURER'S WARRANTIES. CANADA PLASTICS & BELTING IS not Liable to Provide any testing certificates or licences for the products being sold by Canada Plastics & Belting Inc.

CANADA PLASTICS & BEELTING is not liable for any direct, indirect, special, incidental or consequential damages arising out of the use of material on our website. This includes but is not limited to the loss of data or loss of profit, even if CANADA PLASTICS & BELTING was advised of the possibility of such damages. OUR OBLIGATION IS LIMITED ONLY TO THE REPAIR OR REPLACEMENT OF DEFECTIVE PARTS OR, AT OUR SOLE OPTION, TO REFUND THE PURCHASE PRICE. A full refund will be given, subject to our inspection, for any defective item returned to us ON CUSTOMERS EXPENSE and received by us within 30 days of the date of shipment in its original packaging.

## **REQUIREMENTS FOR FILING CLAIMS ON DAMAGED OR SHORT SHIPMENTS** Inspect and have your driver make note of damages or losses before signing for your package.

1. Customers must sign the carriers delivery note for applicable shortages or damages at time of delivery Notify Canada Plastics & Belting Inc. within 5 (five) business days after receipt of shipment. 2.Specify the number of damaged or missing items when signing the carrier delivery receipt. 3. Hold all packages, including parcel shipments, to fulfill the carrier option to inspect the damage.

Although all information has been carefully checked for accuracy, errors and omissions occasionally occur and therefore are subject to correction. We regret any inconvenience.