

The terms and conditions of sale as listed below apply to all orders accepted and quotations made by Halltech unless specifically stated to the contrary on the face of the Sales order or quotation.

A. ACCEPTANCE OF ORDER

All products remain the property of Halltech until the invoice is paid in full.

Purchase Orders – All customers are requested to submit purchase orders. For purchase orders confirming a telephone order, the customer must clearly identify these purchase orders as confirming. Any terms and conditions of the Purchase Order or similar instrument, which are in addition to or inconsistent with the Seller terms and conditions shall not be binding on Seller and shall not apply to this transaction unless specifically agreed to in writing with the Seller's acceptance. This acceptance sets forth the entire understanding between the parties with reference to the subject matter hereof. All Clauses contained in law and regulation have been considered by the parties hereto, and those clauses not included are deemed to have been specifically considered and excluded, by mutual agreement of both parties.

B. PRICES

1. Price quotations, discounts, specifications and other terms and all statements appearing in the Seller's catalogs, advertisements and promotional pieces and otherwise made by Seller are subject to change without notice.
2. Unless stated otherwise, prices are quoted F.O.B Guelph, Ontario, Canada.

C. DELIVERY

The promised delivery date is the best estimate possible. We assume no liability or loss, damage or consequential damage due to delays.

D. SHIPMENTS

1. All Shipments are F.O.B factory dock unless otherwise quoted.
2. The routing and means of transportation will be the least expensive surface transportation as determined by Halltech
3. Costs of packing for domestic shipment are included in the quoted price. Special domestic packing or expert packing may result in additional charges to the customer.
4. We assume no responsibility for delay, damage or breakage after delivery has been made to carrier, and all claims for damage etc., should be made to the responsible carrier. Any carton damage or shortages should be noted on the bill of lading at the time of delivery and Halltech must be notified in writing, including a copy of the carrier's claim form, of any damage or loss claims within 20 days. Failure to so notify Halltech, releases Halltech from any liability or other claims. Questions should be directed to the Office Manager.

E. TERMS OF PAYMENT

1. Terms of payment are net 30 days from the date of invoice with no discount allowed for earlier payment unless otherwise quoted.
2. Interest will be charged on all delinquent accounts (balances unpaid after 30 days from invoice date) at a monthly rate of 2%. Accounts past due over 60 days may be turned over for collection. Customer is responsible for all collection charges including interest and legal fees.
3. Each shipment shall be considered a separate and independent transaction and payment therefore shall be made accordingly

F. OVERTIME

If at Buyer's request or consent, overtime or premium work is applied to this order, the extra expense thereof shall be charged to the Buyer.

G. ORDER CANCELLATIONS

All order cancellations or revisions must be made in writing and received by Halltech at least 20 days prior to the Buyer's requested ship date. A 20% handling charge plus all other costs incurred by Halltech as a result of a refused shipment, for any reason other than Halltech's error, will be charged to the Buyer.

H. CLAIMS AND REJECTED MATERIAL

1. **Returns Policy** – All returns, whether defective or not, must be pre-approved by Halltech's customer service department accompanied by a valid copy of the invoice. All returned merchandise must be shipped pre-paid to Halltech 129 Watson Road South, Guelph, Ontario, Canada, N1L 1E4, from point of origin. Merchandise should be accompanied by a letter stating as completely as possible the defects and the conditions under which they occurred.
2. All returns will be credited at the original net invoice price. A 20% restocking charge will be assessed for non-defective merchandise returned for credit.
3. **Cash refunds are not provided.**
4. **In-store credits will be issued in lieu of cash refunds.**

I. SUBSTITUTION OF MATERIALS

Seller reserves the right to make substitution of materials without degrading the quality of the product.

J. VALIDITY

The validity in whole or part of any provisions hereof shall not affect the validity of any other provisions.