

**ADRESSE**

1092 Lévis, suite 2
Terrebonne, Québec
Canada, J6W 4L1

TELEPHONE & FAX

+1 (514) 805.4743
+1 (450) 824.1594

WEB

info@veoswater.ca
www.veoswater.ca

Sujet

TERMS AND
CONDITIONS OF SALE

Date

2014-2015

Destinataire

Buyer

TERMS AND CONDITIONS OF SALE

ORDER PLACEMENT:

Orders must be placed using a formal purchase order. Veos Group inc. reserves the right to accept or reject an order request. Possession of a price sheet or a product catalog shall not be construed as an offer to sell the product listed. Veos Group inc. sells wholesale only and does not sell to end users. These terms and conditions shall be considered a part of all accepted orders and accepted purchase orders. A down payment may be required to initiate order fulfillment. Balance payment is due in full prior to shipment, including any packaging fees, freight, and storage fees, if applicable. If final payment is not received within 2 weeks of order completion, a storage charge will be applied until payment is received and the item(s) is able to be shipped. For purchasing outside the Canada, wire transfer information is available upon request.

CANCELLATION OR CHANGE OF ORDER:

Orders are processed as they are received. Once an order is in process (or production), add-ons (or change of orders) may hold up shipment of the original order (or build), or may be shipped as a separate order. Buyer's add-ons or changes to orders are subject to Veos Group inc. acceptance. Cancellations are subject to Veos Group inc. acceptance and may incur a minimum 30% restocking fee. Orders for chemicals that are subject to a minimum 55% restocking fee, with Veos Group inc. acceptance.

CUSTOM EQUIPMENT:

Custom equipment is available by request, but is subject to acceptance by Veos Group inc. All custom orders will be reviewed on an individual basis. Quoted prices for custom equipment are valid for 30 days unless otherwise negotiated when the pricing is given. No cancellations are allowed on custom orders. All custom orders are subject to the terms and conditions of Veos Group inc. and will require a down payment.

PRICES:

Products are sold at prices currently in effect at time of order, and are exworks Terrebonne, Québec – Canada unless otherwise specified. Prices generally coincide with dated Veos Group inc. printed price sheets and website information. However, Veos Group inc. reserves the right to change prices at any time, without notice and without updating published material on our website or in print. Please verify all pricing with sales representative before submitting a new purchase order. Freight costs are for the customer's account.

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DELIVERY & LEAD TIME:

Stock items distributed by Veos Group inc. are generally shipped within 3 to 8 working weeks after receipt of order and required deposit. Production and lead time will begin upon receipt of purchase order, but not without the accompanying deposit. Additional delays due to revisions, drawing approvals, or other necessary information can also occur when ordering custom products. Lead times will vary by product ordered. Quoted delivery dates are approximate, and Veos Group inc. shall not be responsible for any delay or failure in performance for any course beyond our control. Orders will be delayed, or not processed, where accounts are found delinquent and no arrangements have been made with the Credit Department to settle the account.

SHIPPING CHARGES:

All shipments are exworks Terrebonne, Québec, Canada, unless otherwise specified and shipping costs are the customer's responsibility.

TERMS OF PAYMENT:**1. Via Check**

- Payment by check is only available for customers in Canada.

2. Via Wire Transfers

- All customers out side of Canada.

A minimum purchase requirement of \$250 is necessary to help defer handling. .

OPEN ACCOUNT:

To establish an open account, a complete credit analysis is required. This involves correspondence with you, your suppliers, and your bank. The time involved depends on the response time from the references you give us. You will be notified when your credit is approved. In the interim, all orders must be prepaid. No open account terms for customers outside of the Canada.

DAMAGED MERCHANDISE:

Veos Group inc. is not responsible for damage or loss to a shipment by a freight carrier. Check shipments for damage before acceptance or note on freight bill "Subject to inspection for concealed damage". Consignee is responsible for filing a claim with the freight carrier for any and all damages or losses. Return of Damaged Goods will not be authorized.

ERRORS AND RETURN GOODS AUTHORIZATION:

No returns will be accepted without prior authorization. Call Veos Group inc. for an RGA number. Freight/shipping must be prepaid. An RGA not used within 30 days will expire. A return after that will be refused and invoice will be payable within terms. Special order goods are not returnable. All authorized returns are subject to a minimum of 30% restocking fee. All authorized returns for chemicals are subject to a minimum of 55%

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STORAGE POLICY:

All orders must be shipped within two (2) weeks of completion to avoid storage fees. A storage fee of \$100 per month per pallet will be added to the final invoice if the merchandise is not picked up before the two (2) week deadline expires. A storage fee of \$1,000 per month per 20' container will be added to the final invoice if the merchandise is not picked up before the two (2) week deadline expires. A storage fee of \$2,000 per month per 40' container will be added to the final invoice if the merchandise is not picked up before the two (2) week deadline expires. Legal action may be taken by Veos Group Inc.

DEFECTIVE GOODS & WARRANTY PROCESSING:

An item returned for warranty consideration without prior authorization will be refused. Call Veos Group Inc. for an RGA number. Veos Group Inc. and its manufacturers reserve the right to repair or replace defective merchandise. If pre-warranty replacement merchandise has been sent and the warranted goods are repairable, the repaired product will be returned to you at our expense and the pre-warranty invoice will be for your account. If the warranted product is not repairable, an offsetting credit invoice will be issued to your account. If the warranty consideration is denied, all expenses are for your account.

DISPUTES:

Any dispute controversy or claim arising out of or relating to our contracts, or the breach, termination, or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as in force on the date of this contract. The appointing ICC authority shall be in province of Québec, Canada. The language to be used in the arbitration shall be French. The place of arbitration shall be the province of Québec, Canada. The substantive law to be applied by the Arbitrage tribunal shall be the law of province of Québec, Canada.

LIMITED WARRANTY:

Products manufactured by Veos Group Inc. are warranted to be free of defects in material and workmanship for a period of one year from the system start up and commissioning, or fourteen months from the ship date, whichever comes first. Veos Group Inc.'s responsibility and liability shall be limited solely and exclusively to the replacement or the repair of parts manufactured by Veos Group Inc. and will not be liable for any cost arising from removal, installation, transportation or any other charges that may arise in connection with the warranty claim. Products and/or system components sold by Veos Group Inc. and manufactured by others are subject to the warranty provided by the manufacturer of said products and/or components and not by Veos Group Inc.'s warranty. Veos Group Inc. will not be liable for damage to products caused by incorrect operation, misuse, abuse, unauthorized alteration, repair, accident or if products were not installed and operated in accordance to the Veos Group Inc. operation and installation manual. Veos Group Inc. will not be liable for any incidental or consequential damages, losses, or expenses arising from installation, use or any other causes.