



SBS DRIVETEC INC **TERMS AND CONDITIONS OF SALE**

General

The following terms and conditions are applicable between SBS Drivetec Inc. (seller) and all customers or third parties (buyer). They take precedent over buyer's terms and conditions and are enforceable regardless of any other agreements, expressed or implied.

Quotations and pricing

Unless otherwise specified, quotations are valid for 30 days. Quoted prices are based on current economics and raw material cost. All prices and conditions are subject to adjustment with 30 day's notice. Prices granted may be applicable to minimum order quantities and subject to surcharges for packaging or raw material variations.

Orders and Material releases

Seller requests purchase orders with annual volumes and 6 month forecasted quantities for planning purposes. A minimum 3-month firm releases are requested to ensure on-time delivery to seller. Buyer shall inform seller of any date or quantity changes to ensure effective production planning. Seller reserves the right to invoice buyer all costs related to order cancellation. This may include (but not limited to) labour, materials, work-in-process, inventory obsolescence and applicable cancellation charges.

Payment terms

For new customers, payments are due in advance of shipment. Once credit approval has been established, payments are due Net 30 days from date of shipment or invoice.

Buyer's special instructions

Changes of buyer's requirements and special instructions are subject to extra charges or price adjustment. This includes packaging, order quantity, shipping frequency, quality documentation, inspection procedures or any other request that impacts cost to seller.



Freight & Delivery

All shipments are Ex-works, Barrie Ontario Canada. Buyers are responsible for freight, duty and transportation. Selling prices are based on full pallet load quantities.

Limited Warranty

All products are produced in accordance with our specifications and certified against manufacturing defects. Please report any non-conformances within 30 days of receipt. Any warranty, expressed or implied, is limited to replacement of defective parts only. The seller cannot be held liable for claims caused by incorrect installation, handling or misuse of the product.

Return of product

Products may not be returned for credit. In the event of a shipping error or faulty component, please contact us for instructions.

Force Majeure

Seller is not responsible or liable for any loss or damage incurred by buyer resulting from, and without limitation, to acts of god, war, invasion, riots, weather, transportation, or labour disputes. The acceptance of delivery shall constitute acceptance and waiver of claims for loss or damage whatsoever.

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