

## TERMS & CONDITIONS

**WEBSITE ACCOUNT:** The account provided to you or obtained by self registration is non-transferable and intended for use by the named person on the account. Sharing the account with unauthorized user(s) will render the account suspension pending further investigation. If determined that account was transferred to an unauthorized user Quality Wholesale Ltd reserves the right to pursue legal actions for damages incurred.

**PRICES:** Prices are in Canadian Dollars, are based on present market conditions and are subject to change without notice. All prices are F.O.B. Quality Wholesale Limited's warehouse, unless specified.

**RESTRICTION OF SALE:** Quality Wholesale Limited inventory is offered for sale to knowledgeable professionals only. The Buyer certifies that all goods are purchased for use or consumption in connection with the production of horticultural, agricultural or forest products as a business enterprise and will not be used for any illegal purposes. The buyer is familiar with all products purchased and claims all responsibility for selling to end-user. All products are sold "as is". Quality Wholesale provides no instructions or directions for use. Some products may be hazardous products or dangerous goods and must be handled with the appropriate precautions. Quality Wholesale has no liability, no guarantee or warranty implied or expressed in any way. Management reserves the right to limit distribution.

**CANCELLATIONS:** Any cancellation or reduction in quantity ordered of Special Orders or Direct Shipments by customer must be made in writing. Orders cancelled in whole or in part will be billed a 30% cancellation charge. Orders may not be cancelled within 21 days prior to the scheduled shipping date.

**BACK ORDERS:** Back Orders are automatically cancelled if stock is unavailable.

**RETURNS AND REFUNDS:** Inventory cannot be accepted for return unless previously authorized by a Sales Associate or Quality Wholesale Management. A Return Authorization Form including RMA number must accompany the goods and each piece should be tagged with your company name. There will be a 30% re-stocking charge for all goods being returned which were shipped per order and undamaged, intact and in their original packaging without any defacing or markings on the products. Upon verification credit will be issued to your account and can be used immediately. In all cases goods cannot be returned after they have been improperly stored, discontinued, planted or otherwise treated, modified or used in any way. Products 12 months past the date of invoice or showing outdated labels will be rejected for return at Quality Wholesale. All returns must be shipped prepaid to Quality Wholesale Limited (Vancouver) and are shipped prepaid back to the customer. Drivers will not pick-up product for return unless previously authorized. Warranty items must be returned with the original invoice and receipt to ensure factory warranty validation. Any item that Quality Wholesale Limited deems not covered by supplier or factory warranty will be returned to the customer collect.

**NON-GUARANTEE:** Quality Wholesale Limited does not sell merchandise on guaranteed sales or consignment basis, unless stipulated at the time of sale. All stock is sold "as is" without warranty, express or implied, as to quality, variety, description, productiveness, merchantability or results secured in planting or transplanting.

**CONTINGENCIES:** Quality Wholesale Limited reserves the right to prorate or cancel any order, in whole or in part, because of: strikes, labor shortages, fire, frost, flood, drought, disease, casualty, errors in count, spoilage, or other circumstances beyond our control. If Quality Wholesale Limited is not able to fulfill orders by customer no substitutions will be provided unless the Buyer's signed order or order acknowledgment has noted upon it.

**TAXES:** Any taxes arising from the purchase, use or resale of the goods, such as sales tax, provincial tax, state tax, federal tax, environmental levies, or any other taxes or levies is the responsibility of the Buyer. Quality Wholesale Limited requires a yearly update to keep your Sales Tax number (Provincial / State) on file as well as your pesticide license number (if required) and Federal Tax Number (G.S.T.).

**LIMITATION OF LIABILITY:** Quality Wholesale Limited maximum liability, whether contractual or negligence or otherwise, is limited to the amount paid to Quality Wholesale Limited for the purchase of the inventory under all circumstances and regardless of the nature, cause or extent of the loss. All inventory remains the property of Quality Wholesale until paid in full.

**PAYMENT TERMS:** For those with approved credit by Quality Wholesale Limited, we extend our usual terms of Net 30 days from the date of the invoice; To qualify for terms, a current valid Sales Tax exemption certificate and a valid business license must be on file (if applicable), a completed Quality Wholesale Customer Profile Form (proof of ownership with 2 pieces of ID) completed, a voided cheque in the business name, all forms signed and returned with supporting documentation. If incomplete, all orders must be C.O.D. Overdue accounts will be charged interest at the rate of 2% per month or an annual rate of 24% or the maximum allowable legal rate. Any account that is 60 days past due will be put on hold until account is brought current. If accounts are continuously in arrears all terms may be suspended. All NSF cheques will be charged a \$50.00 handling fee. Buyer assumes ownership and responsibility for goods at the time of shipment; however, Quality Wholesale retains a vendor's interest in all goods until such have been paid in full.

**FORMS OF PAYMENT:** Certified cheque, Bank Draft, Visa/Master Card. Credit card payments are accepted but with a 3% processing fee. If you pay by credit card within 7 days of receiving your invoice no fee will be levied, but early payment discount will not apply.

**SHIPPING:** Inventory is shipped at Buyer's risk and expense F.O.B. Quality Wholesale's warehouse, unless minimum orders are achieved (see National Freight in the Operations section). We charge for packing materials at our cost. Unless given specific instructions, we will ship by the method we think best.

**RECEIVING AND ACCEPTANCE:** All shipments should be immediately and carefully unpacked and inspected on arrival and then placed in proper storage. Any problems with the condition or quality or quantity of goods received should be brought to our attention immediately. Transport carrier and customer must document all discrepancies at time of delivery on the Transport Waybill. If customer is not able to check inventory at the time of the delivery, the customer must write on the freight bill, "No time to count, to be counted later" or "inventory damaged, and to be inspected at a later time, within 48 hours". Have the driver sign and the customer keeps a copy.

**CLAIMS:** All products leave the Quality Wholesale warehouse in good condition and are carefully packaged. Any product shortages or damage to items must be noted on the carrier waybill and Quality Wholesale's Customer Service Department should be contacted immediately. Claims for any cause must be made in writing within 48 hours after arrival of goods, which period of time is expressly agreed to be reasonable. If the Buyer does not give such notice, Buyer agrees to have irrevocably and unconditionally accepted the goods. Quality Wholesale Limited furthermore will not consider any claim after inventory has been processed, improperly stored, planted, or otherwise treated, modified or used in any way. Claims for losses while goods are in transit must be filed directly with the carrier.

**SEVERABILITY:** In the event that any part of these terms and conditions of sale is held to be illegal or unenforceable in any jurisdiction, the other parts shall nonetheless remain in full force and effect.

**AMENDMENTS:** These terms and conditions of sale may not be changed or amended except by written agreement signed by Quality Wholesale Limited Management.

**ACCEPTANCE:** By acceptance of the Inventory/Goods, the buyer acknowledges that the limitations and disclaimers here in described are the conditions of sale and that they constitute the entire agreement between buyer and seller.

Please initial here that you have read and understood these terms and conditions: