Effective Date: May 15, 2023

TERMS AND CONDITIONS OF SALE

SPECIAL NOTE: PRICES, SPECIFICATIONS AND TERMS ARE SUBJECT TO CHANGE WITHOUT NOTICE

TERMS ALL SALES ORDERS ARE C.O.D. UNLESS APPROVED FOR CREDIT BY

EXACON CREDIT DEPARTMENT IN WRITING FOR PAYMENT TERMS

OF NET 30 DAYS FROM DATE OF INVOICE. H.S.T. IS EXTRA.

SET-UP Barn ventilation controller set-ups will incur a minimum cost of \$320 (4 hours at \$80.00 per

hour) plus applicable travel time, or as quoted by Exacon Technical Service team. After hours

and emergency on-site visits subject to applicable service charges.

DELIVERY Orders that total \$2.000.00 NET OR MORE will be shipped to **DEALERS LOCATION** by our

truck on the next regular scheduled delivery date at no charge to the dealer.

Orders less than \$2,000,00 NET will be shipped CANPAR prepaid and charged,

<u>UNLESS</u> the Dealer requests that the order waits till the next no charge delivery to the shop.

JOBSITE DELIVERY:

In order for Exacon to ship to a Jobsite the order must meet all of the following criteria:

- Jobsite order must be minimum \$4,000.00 NET per delivery.
- A delivery site location map is to be provided BY THE DEALER.
- The job-site must be within our regular delivery area (Southwestern Ontario up to Hwy.#10 running from Owen Sound to Brampton).
- Jobsite location must be easily accessible by Transport or Cube Van.

BACKORDERS will be shipped at the discretion of Exacon Inc.

RETURN GOODS POLICY:

- 1. Prior written authorization by Exacon is required **before** any goods can be returned. Drivers or sales representatives WILL NOT pick up goods for return without written authorization.
- 2. Products must be returned within 30 days from the date of delivery to avoid a restocking fee.
- 3. A product return fee of up to 20% on the price of goods or a minimum \$50.00 will be charged for all goods returned after 30 days from the date of delivery.
- 4. All returned goods are subject to inspection to ascertain if in re-saleable condition before credit is issued.
- 5. Special orders filled to customer's specifications **cannot** be cancelled or returned (including but not limited to custom shutters, winter panels, light trap and anything cut to length).
- 6. Exacon Trucks will pick up returns at Dealers location ONLY (not at job-site location).
- 7. Motors with broken shafts will not be credited.

HANDLING/PACKAGING CHARGES

For orders being shipped by third party courier or transport a packaging charge may apply if the order requires packing on a pallet/skid or is oversized, to ensure safe delivery. Any charges for packaging will be quoted in advance. Charge includes, but not limited to, cost of labour, lumber and other packaging material.

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*Please visit our website at <u>www.exaconinc.ca</u> for up-to-date terms and conditions.

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EXACON WARRANTY INFORMATION:

MULTIFAN THERMOSTATS: 1 YEAR FROM DATE ON CONTROL

LB WHITE HEATERS: 1 YEAR ON VALVE, MOTOR AND ALL OTHER PARTS
MONITROL CONTROLS: 2 YEARS FROM DATE ON CONTROL (GENIUS/VARIFAN)

(UNLESS SPECIFIED OTHERWISE)

MULTIFAN MOTORS:

3 YEARS FROM DATE STAMP ON MOTOR
AGI MOTORS:

12 MONTHS FROM DATE OF INSTALLATION

MOTORS MUST BE BROUGHT TO AN AGI CERTIFIED MOTOR REPAIR SHOP (FIND LIST UNDER SUPPORT SECTION ON AGI WEBSITE)

http://www.ag-industrie.com

EXACON IS NOT RESPONSIBLE FOR THE COST OF A REPLACEMENT MOTOR IF A NEW ONE IS REQUIRED BY THE CUSTOMER BEFORE THE DEFECTIVE ONE IS RETURNED.

Warranty is NOT extended to cover costs of LABOUR or FREIGHT.

Products brought to EXACON for repairs outside the warranty specifications will be subject to a SHOP RATE of \$80.00 per hour plus parts required for repair, plus appropriate taxes.

No Item will be credited until item is returned to EXACON and approved for credit by manufacturer.

*Please visit our website at <u>www.exaconinc.ca</u> for full list of warranty information including supplier links.

EXACON shall not be liable for recommendations made by any of its employees and it is the Buyer's responsibility to ensure that the goods or services purchased by the Buyer are suitable and applicable for his/her particular use.