

# TERMS & CONDITIONS

## ORDER PROCESSING INFORMATION

1. All order information must be complete prior to processing. 2. We do not accept any cancellations, add-ons, or changes once order has gone to production. 3. Written confirmation of all orders is required prior to processing. 3. Minimum orders (Re-orders) will be 12 units/per style with a minimum dollar amount of \$100.00 CDN (before taxes and shipping). 4. Any errors, inaccuracies or omissions made by the customer are the sole responsibility of the customer.

## SHIPPING INFORMATION

1. All orders are FOB, Hamilton, ON. 2. DHL Standard will be used unless otherwise directed. 3. Expedited or air shipments are available, at the dealers expense. 4. Order must be checked upon receipt for packing errors or defects and report any discrepancies immediately. 5. Claims and shortages on damaged shipments must be handled directly with the carrier.

## TERMS

1. Upon completion and receipt of all required credit information, a determination will be made on account status. 2. Net 30 days from date of invoice. 3. 2% discount for payment received within 10 days. 4. Nine-0 reserves the right to ship goods on a C.O.D. basis. 5. Nine-0 reserves the right to hold shipments and orders on any delinquent account. 6. A 2% per month (24% per annum) administration charge will be added to overdue accounts. 7. All accounts must be kept current at all times.

## PRICING

1. Nine-0 endeavors to maintain pricing for the entire season, however we reserve the right to make changes without notice.

## RETURN AUTHORIZATION

1. Return authorization number must be obtained from our Customer Service Dept. It must appear on the outside of the carton and be returned within 30 days of the order receipt date. 2. Nine-0 reserves the right to inspect merchandise and determine whether to repair, replace, credit or return goods based on our discretion. 3. Custom merchandise is not returnable. 4. Nine-0 will not be liable for any loss of profit, interruption of business or any other special, consequential or incidental damages business or any other special, consequential or incidental damages suffered or sustained by the customer. 5. Any and all damages will be limited to the refund of purchase price of the product purchased by the customer.