
TERMS AND CONDITIONSEFFECTIVE MARCH, 2017

TERMS: NET 30 DAYS, unless otherwise stated, subject to interest after 30 days at a rate of 2% per month.

TAXES: ALL TAXES ARE EXTRA.

PRICES: All prices are subject to change without notice and orders will be billed at prices in effect at time of shipment.

DELIVERY: F.O.B Toronto, Ontario, Canada, prepaid and billed. Freight is allowed on orders via ETLIN-DANIELS/ELECTRICAL DEVICES INC. routing on shipments according to the regions listed below, net distributor billing, shipped at one time to one location. Our responsibility ceases when receipt of carrier is given to us. Any claims for loss or damages must be made against the transportation company.

All of Ontario: \$1000.00 - Greater Montreal: \$1000.00 - All other provinces: \$1500.00. For United States FOB Buffalo, NY.

MINIMUM BILLING: \$100.00 NET DISTRIBUTOR BILLING

Any orders that do not meet the \$100.00 minimum (excluding taxes) will be subject to a \$25.00 processing fee.

ORDERS: Additions to orders cannot be made unless approved by WRITTEN PERMISSION. Unauthorized additions will be treated as a new order and must meet new order requirements. Special customized parts are non-cancelable after acceptance of orders by ETLIN-DANIELS/ELECTRICAL DEVICES INC.

RETURN GOODS POLICY:

Goods may only be returned with WRITTEN PERMISSION and a proper RMA number from ETLIN-DANIELS/ELECTRICAL DEVICES INC. Goods must be in resalable condition. NO CREDIT will be issued for opened or partially used product or packages. ALL RETURNS WILL BE SUBJECT TO A 25% RESTOCKING CHARGE on standard items only. NO RETURNS ARE ALLOWED ON CUSTOM MADE OR CUSTOM ORDERED PRODUCTS. We reserve the right to refuse any items which were purchased more than SIX (6) MONTHS prior to the request from return.

FINANCIAL RESPONSIBILITY:

All products remain the sole property of ETLIN-DANIELS/ELECTRICAL DEVICES INC. until payment for such property is made in full. In the event of non-payment or bankruptcy, ETLIN-DANIELS/ELECTRICAL DEVICES INC. shall maintain ownership of such product, at which time, at our discretion ETLIN-DANIELS/ELECTRICAL DEVICES INC. shall have full access to retrieving such product, as such product (s) shall not be considered as assets, but as the sole property of ETLIN-DANIELS/ELECTRICAL DEVICES INC. and not to be considered assets of any other company or persons.

CLAIMS: Claims for errors or shortages must be made with FIVE (5) DAYS of receipt of goods.

LIMITED WARRANTY:

ETLIN-DANIELS/ELECTRICAL DEVICES INC. warrant that our products are free from defects. Should any defect occur in our products with ONE (1) YEAR; or within NINETY (90) DAYS on tools; or within THREE (3) YEARS on electronic ballasts, LED products warranty as per published literature, ETLIN-DANIELS/ELECTRICAL DEVICES INC. upon prompt notification will at its sole discretion, exchange, repair or credit the purchase price of the item in question. No claim will be allowed for expense incurred in the installing, removal, or using such material or for any other damages to persons or property.

DISCLAIMER AND LIMITATIONS:

Except for the warranty and remedy as stated above, we disclaim all other warranties, whether expressed or implied and specifically disclaim the implied warranties of merchant ability and fitness for a particular purpose. In no event shall ETLIN-DANIELS/ELECTRICAL DEVICES INC. be liable in warranty, contract, negligence, strict liability or otherwise, for any damages, whether incidental or consequential, which are alleged to be caused by one or more of our products, beyond the cost to the purchaser of the subject product or products in question. Therefore, the sole and exclusive remedy against ETLIN-DANIELS/ELECTRICAL DEVICES INC. for breach of warranty, breach of contract or in negligence or strict liability or otherwise, shall be limited to repair or replacement of the subject product at our discretion (excluding installation and removal charges, which will not be our liability) or, if we choose, refund of the purchase price, and then only during the ONE (1) YEAR period following the date of delivery. Purchaser is responsible for determining the suitability of our products for the purchaser's use or resale, or for incorporating them into other items or for applications which the purchaser designs, assembles, constructs or manufactures or retro-fits.