

## **General terms and conditions DISTRIBUTION PARTNERS**

### **Thank you for using GRASS hardware.**

1. Freight policy  
OUT OF THE WAREHOUSE - FOB GRASS Canada Inc., Toronto, ON  
Freight paid on orders above \$10,000.  
  
DIRECT CONTAINER – FOB distribution partner  
  
The distribution partner is responsible for any extraordinary costs that may occur after the container landed in Canada. Following are examples of such extraordinary costs:  
  
The shipping companies provide 1 day of free storage. If a container cannot be received by the distribution partner on the given date, they can postpone it to a later date. However, only the 1<sup>st</sup> day is free of charge. After this, a storage fee of 50 USD per day is charged as well as a one-time prepull fee of 275 USD, fuel and a 75 USD Gate in/out fee.  
  
Once the container arrived at the distribution partners gate, 1 hour for unloading is provided by the shipping companies at no costs. If the waiting time is longer than 1 hour, the shipping companies charge a waiting time of 75 USD per hour (or a portion thereof). Some locations are eligible for a free drop of the container but the empty container must be called in within 24 hours of receipt.  
  
Any container could be randomly pulled by Canada Border Services Agency for inspection. In this case Canada Border Services Agency charges an Inspection / Surveillance Fee for Customs Exam. Costs vary depending on wait time for customs to examine the container.
2. Payment policy  
NET 30 days from date of Invoice.  
  
OUT OF THE WAREHOUSE - Goods are invoiced on day of shipment.  
  
DIRECT CONTAINERS – Goods are invoiced on date of arrival at port Montreal.  
  
Direct deposit is required for direct containers.  
  
No deductions or offsets of any kind can be made unless authorized, in writing, by Grass Canada.
3. Price & quotations  
Prices are valid as listed in individual price lists. Orders for broken box quantities, if applicable, are subject to a 40% upcharge.  
60 days' notice will be given for price adjustments.  
Price quotations are valid for 30 days.

4. Showroom  
GRASS Canada will contribute 1/3 of the cost to new showrooms and showroom upgrades in form of a credit. Distributor non-stock items can be purchased in full box quantities with a partial discount for specified showroom stock.
5. Orders  
All orders and quotations are subject to acceptance and written approval by GRASS Canada in its sole discretion.
6. Lead times  
COURIER ORDERS - Orders received will be scheduled to ship within one (1) business day based on stock and availability (not including the day of receipt of order).  
  
TRUCK SHIPMENTS - Orders received will be scheduled to ship within two (2) business days based on stock and availability (not including the day of receipt of order).
7. Shipping  
Estimated shipping dates are based upon best information available at the time of the order confirmation. GRASS Canada can not be held liable for delays in shipping due to causes beyond our reasonable control or the reasonable control of our suppliers or shipping companies.  
  
Pre-arranged shipping days may be defined.
8. Emergency orders  
Time, staff and inventory allowing, goods will be shipped at the customer request. Inventory must be readily available. The customer is responsible for all freight and other emergency-related costs and expenses.  
  
If the situation is due to an error by GRASS Canada, it will be shipped as soon as possible; based on inventory availability. In agreement with the customer, GRASS will take responsibility for reasonable freight charges.  
  
The cut off time for courier orders is 2pm Eastern Time.
9. Backorders  
Available Backorders will be shipped upon arrival or with the next regular shipment.
10. Credit hold orders  
Orders that have been released from credit hold will be scheduled to ship within regular lead times based on stock and availability.
11. Drop Shipment  
A \$25.00 fee will be applied to all drop shipments.
12. Minimum Order Policy  
The minimum order value for any shipments from GRASS is \$500. A fee of \$25 is applied to orders less than \$500.

### 13. Return policy

The distribution partner is obligated to first try to sell off any products which would be required to be returned to GRASS Canada.

Written authorization is required prior to the return any GRASS product. With this authorization a reason for the return must be assigned. Return Material Authorization (RMA) numbers will be assigned by GRASS personnel.

The Returned Material Authorization (RMA) must reference a GRASS invoice. Subject to the limitations set forth herein, returned material is accepted up to one (1) year from the date of purchase. Return Material Authorization (RMA) number must be noted on Bill of Lading and on each returned pallet. The RMA Request Form sent from GRASS Canada must be attached to the pallet(s) of merchandise returned to GRASS. Returned Material Authorization (RMA) is valid for 90 days. Merchandise returned without authorization or in disregard of this policy will not be accepted and/or discarded.

A restocking fee of 20% will apply to all authorized returns of re-saleable merchandise in its original GRASS shipping cartons unopened with no markings, customer labels, or tattered boxes. Cartons must be returned in the state that is ready for immediate resale. Restocking fees will be determined at the time the merchandise is inspected.

A restocking fee of 50% will apply to merchandise returned that has to be repackaged or relabeled due to markings on the box, torn boxes, applied customer labels, etc. No credit will be issued for returned items that are not listed on the RMA regardless of the condition of the goods.

**NO CREDIT WILL BE ISSUED FOR RETURN OF MERCHANDISE THAT IS OBSOLETE, AS DETERMINED BY GRASS CANADA IN ITS SOLE DISCRETION. NO CREDIT WILL BE ISSUED FOR RETURN OF MERCHANDISE THAT CANNOT BE RESOLD, AS DETERMINED BY GRASS CANADA IN ITS SOLE DISCRETION.** Restock fee is subject to change pending inspection of merchandise. No deductions are to be made from invoices unless authorized by GRASS Canada. With each of the above conditions, all freight must be prepaid by the customer. Goods returned without authorization will not be accepted. Written authorization is obtained through GRASS Customer Service. Copy of written authorization must accompany return.

### 14. Shipping errors

Shipping errors must be reported to Customer Service within 15 days of receipt of goods.

15. Aviation industry      A general sales and supply ban is imposed on products which are directly or indirectly supplied to aviation industry with the purpose to be installed on aircrafts or to be carried on board by the aircraft operator; this especially applies, if aviation-specific licenses are necessary for the products or if the companies supplied to need such a special license.
16. Nuclear power plant      A general sales and supply ban is imposed on products that are used in security-relevant fields of a nuclear power plant or a subject to the special set of rules for nuclear power plants.

## **GRASS MOVEMENT SYSTEMS**