



TERMS AND CONDITIONS

PRICES:

1. Prices listed or quoted are subject to confirmation and alteration without notice
2. The price will be plus freight, handling and GST unless otherwise agreed in writing
3. We reserve the right to correct any errors or omissions of any kind: in offers, quotations, invoices etc. whether technical, clerical or otherwise

PAYMENT AND CREDIT TERMS:

4. The establishment of a credit account is at the discretion of Tradeline Site Solutions
5. Unless otherwise agreed in writing, the payment due date is strictly Thirty (30) days from the end of the month in which the goods are purchased
6. Accounts with overdue balances will automatically have credit withdrawn until outstanding amounts are paid. Tradeline Site Solutions reserve the right to charge interest at a rate of 2% per month on overdue balances, calculated daily until such amount is paid
7. If collection proceedings are required to be taken, all collection costs will be added to the amount outstanding

RETENTION OF TITLE:

8. All goods remain the property of Tradeline Site Solutions until payment is received in full. If payment is made by cheque, payment is not deemed to be made until the cheque has been honoured
9. If a Customer fails to pay for the goods on due date, or commits and act of bankruptcy, or being a Company has a receiver appointed, or goes into liquidation whether voluntarily or otherwise, Tradeline Site Solutions shall have immediate right, to retake or resume possession of any or all of the goods.
10. Tradeline Site Solutions may enter the Customer's premises without notice at any time and take possession of the goods and without being responsible for any damage thereby caused

PERSONAL PROPERTY SECURITIES:

11. In this section words in italic shall have the meaning and definitions set out in the PPS Act
12. The Customer acknowledges that by virtue of the Terms & Conditions of Trade, Tradeline Site Solutions has a *security interest* in the Products for the purposes of the PPS Act and the *proceeds* of sale of such Products and to the extent applicable the PPS Act applies to any agreement pursuant to the Terms and Conditions of Trade.
13. The Customer acknowledges that the Tradeline Site Solutions may do anything reasonably necessary, including but not limited to registering any *security interest* which Tradeline Site Solutions has over the Products or the *purchase money security interest* (PMSI) in the Products on the PPSR in order to *perfect* the *security interest* and comply with the requirement of the PPS Act. The Customer agrees to do all things reasonably necessary to assist Tradeline Site Solutions to undertake the matters set out above. The Customer waives pursuant to section 157 (3)(b) of the PPS Act the right to receive notice of a verification statement in relation to any registration on the PPSR.
14. The Customer and Tradeline Site Solutions agree that, pursuant to section 115 of the PPS Act, the following provisions in the PPS Act do not apply in relation to a *security interest* in the Products to the extent, if any, mentioned:
Section 123 (right to seize collateral); section 125 (obligation to dispose of or retain collateral) in that Tradeline Site Solutions may extend the time for delay as they consider appropriate; section 126 (apparent possession); section 129 (disposal by purchase); section 130 (notice of disposal), to the extent that it requires the *secured party* to give a notice to the *grantor* before disposal; subsection 132(4) (statement of account if no disposal); subsection 134(1) (retention of collateral); section 135 (notice of retention); section 142 (redemption of collateral); section 143 (reinstatement of *security agreement*)
15. Pursuant to section 275(6) of the PPS Act, The Customer and Tradeline Site Solutions agree that neither will disclose to any interested person information pertaining to Tradeline Site Solutions *security interest* as set out in section 275 (1)
16. The Customer undertakes: promptly to do all things including signing any further documents and providing any further information which Tradeline Site Solutions may reasonably require to enable it to *perfect* and maintain the perfection of its *security interest* or PMSI (including by registration of a financing statement or financing change statement on the PPSR and the Customer warrants that any such information the Customer provides will be complete, accurate and up-to-date in all respects); it will give Tradeline Site Solutions not less than 14 days prior notice of any proposed change in the Customer's name or any other change in the Customer's details (including but limited to, changes in its address, telephone number, facsimile number or trading name)

CLAIMS:

17. The Customer shall examine the products on delivery and Tradeline Site Solutions shall not be responsible for any mis-delivery, shortage, defect or damage to the products unless the Customer notifies Tradeline Site Solutions within Seven (7) days after the date of delivery.

RETURNS:

18. Tradeline Site Solutions, may at its absolute discretion, accept the return of products for credit or replacement provided written approval is obtained.
19. No returns of special products will be accepted

WARRANTY:

20. For goods not manufactured by Tradeline Site Solutions, the warranty shall be the current warranty provided by the manufacturer of the goods. Tradeline Site Solutions shall not be bound nor be responsible for any item, condition, representation or warranty other than that which is given by the manufacturer of the goods.
21. Tradeline Site Solutions does not warrant that the goods are fit for any particular purpose or an intended use by the Customer.