



RR Canada, Inc.

51B Caldari Road, Unit 15
Vaughan, ON • L4K 4G3
(905) 761-0762
(905) 761-9265 fax

BILLING INFORMATION

Full Legal Name

Business Phone

Business Fax

Street Address

City

Province

Postal Code

Business/Mailing Address
(if same as Street Address type same)

City

Province

Postal Code

Accounts Payable Person Name

Direct Phone #

Fax #

In business since _____

Number of employees _____

BUSINESS CREDIT INFORMATION

Person to contact regarding this account

Title

Business Number

Credit Amount requested: \$ _____

BANK REFERENCE

* Bank Name

Contact

Account Number

Bank Address

Phone Number

SIGNATURE REQUIRED

I authorize RR CANADA or its agent to investigate credit and financial records, including bank records to verify credit references. I understand and agree to payment terms of Net 30 days. I agree to pay any and all finance/late charges that may arise from delinquent accounts. I understand that RR CANADA may report to credit reporting agencies and other creditors the status and payment history of this account, including any negative credit information.

I have read and agree to RR Canada's Conditions of Sale.

Authorized Signature

Date

Print Name

Title

TRADE REFERENCES

_____ Company	_____ Address	
_____ Phone Number	_____ Fax Number	_____ Account #
_____ Company	_____ Address	
_____ Phone Number	_____ Fax Number	_____ Account #
_____ Company	_____ Address	
_____ Phone Number	_____ Fax Number	_____ Account #

PERSONAL GUARANTEE

This section must be completed if a: Sole Proprietorship, Partnership and/or Unincorporated

_____ First Name	_____ MI	_____ Last Name	_____ Social Security Number
_____ Present Home Address			_____ Home Phone Number
_____ Authorized Signature			_____ Date
_____ Print Name			_____ Title

RR CANADA, INC. – CONDITIONS OF SALE

ACCEPTANCE OF ORDERS

1. All orders will be subject to acceptance in writing by RR Canada, Inc.
2. All orders will be accepted at the quoted prices by a formal RR Canada, Inc. employee, and are subject to adjustments to meet any general and uncontrolled labor, exchange rate and material increases at the time of shipment.
3. Written approval from the Buyer of any quoted deviations from original specifications is required.
4. Unless otherwise stated, all prices are quoted in CDN Dollars, and are subject to additional applicable sales, excise, use or other taxes levied by either municipal, Provincial or federal authorities.
5. Minimum purchase orders will not be processed if less than \$75. A minimum line release requirement may also apply to RR Canada, Inc. discretion.

APPLICATION GUIDELINES

1. RR Canada, Inc.'s guidelines for applications of products are intended solely as assistance to Buyer. RR Canada, Inc. assumes no liability whatsoever for any use or application of RR Canada, Inc.'s products by Buyer.
2. RR Canada, Inc. manufactures all its products solely in accordance with RR Canada, Inc.'s specifications. RR Canada, Inc. reserves the right to make all the alterations deemed necessary to improve the design and performance of any products without in anyway compromising the initial use and function.

SHIPMENTS/FREIGHT

1. All shipments are F.O.B. RR Canada, Inc. warehouses unless otherwise noted. Title and risk of loss shall pass to Buyer at the F.O.B. point. All freight and transportation charges, customs duties and insurance, if any, shall be at Buyer's expense. Carriers are responsible for goods lost or damaged in transit and Buyer/Consignee must immediately notify carrier in writing of such loss or damage. Bulk packaging is standard unless otherwise noted.
2. RR Canada, Inc. reserves the right to under ship or over ship orders by a +/- 5% tolerance of quantity ordered.
3. If the Buyer provides no specific packaging instructions, shipments will be made using RR Canada, Inc.'s most suitable means.

PAYMENT

1. Terms of payment are net cash with order, except where credit is established, in which case terms are net 30 days from the actual date of invoice. RR Canada, Inc. reserves the right to require full or partial payment, or other security to secure performance of Buyer's obligation, before commencing or continuing work and/or prior to shipment of any goods. Late payments may be subject to a finance charge of 1.5% per month on past due accounts balances, payable within 10 days of receipt by Buyer of notice of finance charges. Buyer shall be liable to RR Canada, Inc. for all legal fees incurred by RR Canada, Inc. in connection with the collection of unpaid invoices. All payments to be made in CDN Dollars unless otherwise noted.
2. RR Canada, Inc. reserves the right to hold shipments or delay delivery of goods due to late payment on previous orders.

CANCELLATION, CHANGES, DELAYS, RETURNS

1. Notice of purchase order changes, delays or cancellations must be made by Buyer in writing and accepted in writing by RR Canada, Inc.
2. Cancellations, delays, changes by Buyer will only be accepted on terms indemnifying RR Canada, Inc. against associated losses. In the event of unauthorized cancellation by Buyer, in whole or in part, Buyer shall be liable for payment of cancellation charges in the amount of all losses, costs, expenses and/or damages incurred or suffered by RR Canada, Inc. but in no event less than 20% of the order.
3. No cancellations will be accepted within 120 days of the scheduled ship date, and special non standard items will be subject to payment in full upon cancellation.
4. All promised delivery dates are RR Canada, Inc.'s best estimates, and may be subject to unforeseeable delays. RR Canada, Inc. will not be liable for any delays in performance or delivery, or for damages suffered by Buyer by reason thereof, if the delay is due to Buyer's changes or other causes beyond RR Canada, Inc.'s reasonable control, and in any such event the time for delivery will be extended for a period equal to the time lost by reasons of any such delay.

5. Designated "special" goods produced-to-order are priced per ordered quantity and are non-cancellable and non-returnable.
6. Written permission must be obtained by RR Canada, Inc. before returning any material to its locations. All Return Merchandise Authorization (RMA's) must be shipped only upon prior written authorization of RR Canada, Inc. freight prepaid. RR Canada, Inc. has the right to reject any Return Merchandise Authorization (RMA's) that are sent to its location freight collect, and in such event, RR Canada, Inc. will return the material to the Buyer freight collect.
7. Unused products may not be returned but RR Canada, Inc. may but shall have no obligation to provide assistance to find other suitable users.
8. If the Buyer refuses to accept the goods when delivered or is default in the performance of any obligation or payment owing to RR Canada Inc. under any contract or if the Buyer becomes bankrupt or if the goods are destroyed, substantially damaged or seized under execution or otherwise or become subject to any lien, encumbrance or claim of any other person, firm or corporation or if RR Canada Inc. considers that the prospect of payment of the amount owing hereunder to RR Canada Inc. is impaired, then in any such case all monies payable hereunder shall become immediately due and payable without notice and RR Canada Inc. may forthwith take possession of the goods in any manner permitted by law wherever the same may be located (the Buyer waiving all damages occasioned by such taking of possession and removal of the goods and agreeing to indemnify RR Canada Inc. for any such damage claimed by others) and may dispose of the goods in whole or in part (in their condition either before or after any commercially reasonable repair, processing or preparation for disposition). Upon any such disposition, credit shall be allowed against the monies payable hereunder for the actual proceeds from any such sale when actually received in cash less all reasonable expenses in connection with the disposition (including without limitation a reasonable solicitor's fee, a reasonable collection agent's fee or both). After allowing such credit, RR Canada Inc. shall be accountable for any surplus remaining over and the Buyer shall be accountable for any deficiency.
9. Any discrepancies or deficiencies are to be reported to RR Canada Inc. within 48 hours of the receipt of goods. Failure to report such discrepancies or deficiencies within the time limit provided herein shall be deemed an irrevocable waiver of any claim.

WARRANTY

1. RR Canada, Inc. warrants to Buyer, and the Buyer only, that its products are manufactured in conformance to drawings and/or specifications furnished or approved by Buyer, and free from defects in material and workmanship for a period of one (1) year from the date of delivery to the Buyer if used under normal circumstances and provided any defect(s) are not the result of : (i) installation method; (ii) customer or third party abuse or misuse ; (iii) failure to adhere to RR Canada, Inc.'s instructions; Buyer shall give written notice to RR Canada, Inc. within 20 days of the discovery of any alleged defect within such one (1) year period.

The above is the sole and exclusive warranty of RR Canada, Inc. ; there are no other warranties , either expressed or implied, as to any matter whatsoever, including, without limitation, the IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE AND ANY WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION OF THE PRODUCTS. The sole and exclusive remedy of Buyer for any breach of warranty by RR Canada, Inc. shall be that RR Canada, Inc. shall provide, upon confirmation of the defective condition of the subject part, at no cost to Buyer, a replacement part for each defective part manufactured and sold by RR Canada, Inc. to Buyer, or at Buyer's choice, Buyer shall receive a credit toward a future purchase in an amount equal to the purchase price paid to RR Canada, Inc. for defective parts. BUYER SHALL INDEMNIFY AND HOLD RR Canada, Inc. HARMLESS FROM ANY AND ALL DAMAGES OR INJURY OF ANY KIND OR NATURE WHATSOEVER, FOR ANY INCIDENTAL OR CONSEQUENTIAL OR INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION FIELD LABOR OR EQUIPMENT COSTS, SALES OPPORTUNITIES OR BUSINESS REPUTATION OVER HEAD EXPENSES OR DAMAGE TO EQUIPMENT OR PROPERTY, ECONOMIC LOSSES, LOSS OF USE, LOST PROFITS, DOWN TIME OR DAMAGES DUE TO DELAY, WHETHER BY REASON OF BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE.

FORCE MAJEURE

1. RR Canada, Inc. shall not be liable for delays or failure to perform in the event of acts of labor disturbances, strikes, delays by carrier, material unavailability, fuel shortage, operation of law, civil unrest, war, act of government, judicial decree, judgment or order of court or administrative agency or other cause beyond the reasonable control of RR Canada, Inc.

TOOLING AND DIES

1. Die preparation and tool usage charges do not convey the right to remove tools or dies from RR Canada, Inc.'s control or impose on RR Canada, Inc. to preserve them longer than two (2) years from the date of Buyer's last order. Tool drawings and dies are not furnished without additional charge to be agreed upon. All tools and dies charges will be billed to Buyer upon completion, and payment terms will be Net 30 days.

NO WAIVER

1. The failure of RR Canada, Inc. upon knowledge of any default or violation by Buyer of any of the Terms and Conditions of this agreement to enforce its rights or remedies shall not be construed as a waiver of such default or violation, or of any provision hereof, or of any of its rights or remedies.

ENTIRE AGREEMENT AND GOVERNING LAW

1. Except as otherwise agreed in writing, this constitutes the entire agreement between us, superseding all prior quotations and understandings, oral or written. Any questions concerning the validity, interpretation or effect of this agreement is governed by the laws of the Province of Ontario. The rights and obligations of the parties hereunder shall not be governed by the provisions of the 1980 United Nations Convention on Contracts on International Sale of Goods (CISG).

EXPORT LAWS

1. If applicable, performance is subject to Canadian export laws and regulations. Our failure to perform due to such laws and regulations shall not constitute a breach of this agreement.