



Terms and Conditions of Sale

QUOTATIONS:

- Due to the extreme volatility of exchange rates between the Canadian and US Dollar, all quotations expire 7 days from date of original quote.
- All prices quoted are F.O.B. the stocking warehouse.
- The purchase price at time of sale is final.

PAYMENT TERMS:

- General payment terms are **"Payment in Advance"** by "cheque", "bank wire transfer", our popular "Lease to Own" Program or by MasterCard or Visa. (Your Credit Card will be charged in full at the time the order is processed.)
- Other payment terms such as Net 30 days may be made available on a case-by-case basis to credit worthy government entities, schools or large corporations.

DELIVERY:

- The staff of MetalSawz Inc. will do our very best to have the equipment purchased, shipped and delivered in accordance with the quoted dates. However, all delivery dates stated are approximate and based on what our suppliers offer to us.
- MetalSawz Inc. will not assume any liability for any loss of income and/or profits, incidental, special or consequential damages resulting in delayed shipment and delivery of the equipment for any reason whatsoever.
- Any claims for shortages or claims that the equipment delivered is other than what was ordered must be made in writing to MetalSawz Inc. within three (3) business days after the arrival of the equipment at Buyer's plant or place of business.

TRANSPORT DAMAGE CLAIM PROCEDURE:

- It is your responsibility to inspect the machine completely before signing the delivery receipt. (Failure to comply with these procedures may result in your being responsible for the costs in repairing the machine!)
- If damage to the machine is obvious - Note damage and sign **DAMAGED IN TRANSPORT – SUBJECT TO INSPECTION** on carrier's delivery receipt. Accept the shipment; it can be returned later if repairs are not possible in the field.
- Report unseen damage as soon as possible. This makes it easier to prove that it did not happen in your plant. Inspect machine carefully before moving from the receiving area. Again, if the machine is not moved it is easier to prove your claim.
- Request a "damage inspection" from the delivering carrier:
- The carrier will send its own people or contract an independent agency to make the inspection.
- The inspector will request a signature on the report and leave a copy.
- The carrier "damage inspection" report isn't necessarily final; if additional damage is found when repairs are started, contact the carrier for another inspection.
- Do not move the equipment from the receiving area and keep all shipping materials until the carrier "damage inspection" report is complete.
- If possible, take photographs of the damage and keep them with your files. Photos could possibly prove a claim at a future date.
- Keep a record of all expenses and be sure they are documented.

RETURN POLICY:

- The customer is liable for all shipping costs when returning or exchanging an item to MetalSawz Inc. unless the product has been damaged during shipping. This policy also applies to warranty returns.
- When returning an item for credit, a **25%** restocking fee will be charged to your account. This policy also applies to shipments that are refused and returned only after the item has been shipped. If the item has not been shipped then we will cancel the order and return 100% of your money.
- Any orders cancelled after the merchandise has shipped will be subject to a **25%** restock charge and the customer is responsible for returning all merchandise to the appropriate warehouse. All packaging must be in original and sellable condition. Return shipping of the product is not refundable.
- Any shipment received in conditions other than brand new will be charged **50%** restocking fee of the total amount.
- All returns must be properly boxed before they are returned.
- It's the customer's responsibility to report any damages/shortages within 48 hours of receiving the product. No claims will be accepted after 48 hours.
- No returns will be accepted without authorization from MetalSawz Inc. Once Authorization is approved, the customer will be issued a Return Merchandise Authorization number or RMA number.
- The Return Merchandise Authorization or RMA is valid for 30 days ONLY. After the 30-day time limit, the RMA is invalid.
- There are absolutely no returns on used or damaged products other than freight related damages.