

# CDS DISTRIBUTION, INC.

42 HEATH STREET EAST

TORONTO, ON M4T 1S3

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## Terms and Conditions of Sale:

May 1, 2014

<b>Orders:</b>	All orders are subject to final approval by <b>CDS Distribution, Inc.</b> ("Seller"). When placing an order, Buyer must always specify product identification, colour and dimensions. Orders placed by telephone must be confirmed in writing with complete shipping instructions. Buyer must sign the "Order Confirmation" or "Proforma Invoice".
<b>Payments:</b>	All new accounts are subject to payments in advance and to 100% deposit on first order. Credit on further orders are subject to approval by Seller. Open accounts net 30 days from date of invoice. All customers and orders are subject to credit limitation established by Seller. Failure to pay any invoice when due will imply restrictions on the credit. Payments made after 30 days from date of invoice will bear an interest rate of 1% per month. No shipments will be made to customers with an outstanding balance.
<b>Delivery:</b>	Concerning order delivery dates, the Seller will make every effort to deliver goods as promised. The Seller, however, is not responsible for any extra freight costs or incidental other costs due to late delivery beyond the promised date, for any reason, either non-availability of goods, delays in shipment/arrival, customs clearance delays, or any other cause.
<b>Prices:</b>	Prices are subject to change by Seller without notice.
<b>Imported Goods / Special Orders:</b>	Orders of special products, custom colours and/or imported goods from outside Canada require a deposit of 50% or 100% of the value of the order before processing. Such orders, once placed, cannot be cancelled, or returned in whole or in part. Seller's written confirmation of such orders is final. Orders of special products and/or custom colours cannot be returned. Sale of such orders is final.
<b>Cancellations / Returns:</b>	Orders cannot be cancelled or returned once confirmed by Seller. If order is cancelled, a 100% cancellation charge will apply.
<b>Warranties:</b>	Manufacturer's adhesives, seam sealers and tapes must be used for Warranty to apply. Failure to use Manufacturer's adhesives and products voids Warranty. Refer to Manufacturer's Limited Warranties.
<b>Claims:</b>	Inspection of all materials must be made upon receipt to verify order, colours and dye lots. Claims for defective materials shall be deemed waived by Buyer unless made in writing within ten (10) days from the arrival of the materials. Defective materials must be held for inspections by a designated representative of Seller. No claims will be allowed after the materials have been cut or installed. Material must be always dry laid before starting installation. Seller will not be responsible for damages suffered to materials while in transit, for shipping delays, for breakages or shortages of the materials during transit. Claims for damages, breakages, and shortages during shipping should be made against the carrier, regardless if shipped prepaid or collect. Seller will not be responsible for installation failures. Installation procedures and materials must be applied according to Manufacturer's Installation Instructions available through our office or on Manufacturer's website. It is the responsibility of the Buyer and/or his installer to obtain and follow these instructions. No claims for labor costs and/or other costs will be accepted.
<b>Quality Limitations:</b>	Fading or wear resulting from misapplication or abuse are not covered by any warranty. Because of variations in dye lots, shipped materials may vary in colour shade from original samples. Sunlight, either direct or filtered, may cause fading. Due to the difference in the manufacturing process, the colour shade between floor and wall materials may vary. No claim will be accepted for such possible colour shade differences. Patterned carpet is subject to a pattern match tolerance of maximum 5% (five percent).
<b>Controlling Provision:</b>	These Terms and Conditions shall supersede all prior agreements, any provisions, terms and conditions contained on any purchase or confirmation order, or other writing Buyer may give and any such terms and conditions are hereby objected to and the rights of the parties shall be governed exclusively by the provisions, terms and conditions hereof. These items and conditions cannot be changed, except by writing signed by Seller and Buyer.