

## TERMS AND CONDITIONS OF SALE

### PRICES

All prices are subject to change without notice. Invoiced prices are based on current list prices at the time of order entry. List prices do not include taxes, storage, insurance charges or installation.

### TERMS

Conditions of payment are 1 %, 10 days and net 30 days. Delinquent accounts are subject to a 1.5 % per month charge or the largest amount permitted by law, whichever is less. Rouillard reserves the right to delay or cancel any shipment for delinquent accounts as well as refuse any order from a dealer whose account is delinquent. Where credit terms have not been established, payment in full must be received at time of order placement.

### ORDER CONFIRMATION

All orders are confirmed by Rouillard with an acknowledgment prior to production. Rouillard manufactures delivers and invoices based on the information on the Order Confirmation. The order confirmation, together with these Terms and Conditions, is intended as a complete, exclusive and final statement of the terms and conditions of agreement between Rouillard and the purchaser.

### ORDER PLACEMENT

Rouillard requires all orders to be in writing to avoid any error or duplications. Telephone or verbal orders are not accepted.

### CHANGE AND/OR CANCELLATION

Orders may not be changed or cancelled by the purchaser without the written consent of Rouillard. A cancellation or restocking charge, up to the total value of the order is applicable on orders being cancelled or changed.

### SHIPMENT DEFFERAL AND STORAGE

If you or your customer is unwilling or unable to accept delivery when the order is ready for shipment, Rouillard will transfer the product to storage. If the customer does not designate a storage site, Rouillard will transfer the goods to an appropriate location. Upon transferring to storage, goods are deemed to be delivered and we reserve the right to invoice as of that date and to store merchandise at the client's. The dealer will be billed for storage of the product.

### DAMAGE RESPONSIBILITY

Rouillard inspects all goods and packaging at the factory, before shipping. The responsibility or Rouillard regarding damage stops when goods are loaded in the carrier vehicle and title is passed to the purchaser at that time.

### SHIPMENT DAMAGE CLAIMS

All Rouillard's products are carefully inspected prior to shipping and are packaged according to ISO 9001:2015 standards. Rouillard is not responsible for damage to goods which may occur in transit or storage. It is the receiver's responsibility to examine the goods upon receipt.

Any damage or shortage must be noted on the bill of lading and it is the purchaser's responsibility to inform Rouillard. The receiver does not have the right to refuse receipt of the goods as title has already been changed.

All packaging must be retained and available for inspection and the goods must be left at the original delivery point. Carrier liability ceases after 5 working days and neither Rouillard nor the carrier will be responsible for concealed damage if shipments are left unopened.

## MISCELLANEOUS CLAIMS

Claims against Rouillard, other than valid warranty claims, must be made in writing, within 5 days after delivery. Failure to make a written claim against Rouillard within 5 working days will constitute acceptance of the goods and a waiver of any shortage, errors or other claims.

## WARRANTY

Rouillard warrants all products for 10 years with exception of fabric and leather (that are 1 year), 5 years for gas cylinder, plastic components, armrests, 24/Plus Collection chairs and table tops. Rouillard will repair any defect which occurred in production; replace any faulty parts or components with comparable product and correct any flaw resulting from normal use of the product, free of charge. This warranty does not apply to damage made in storage or resulting from accident, misuse, alteration, tampering, negligence abuse or use in severe weather conditions. The modification alteration or substitution of component, assemblies or any product other than those supplied by Rouillard, without prior written authorization from Rouillard, shall void this warranty. If the defect doesn't affect the functions of the product, the warranty will not cover the cost of maintenance or part replacement.

This warranty is the customer's sole remedy for products defect and Rouillard will not consider any other agreement that could be used as a warranty or as an interpretation of Rouillard's warranty. This warranty does not apply to incidental, economic or exemplary damage arising from any product defect.

To obtain benefit of this warranty, a written claim must be made to Rouillard, including description of the merchandise, claimed defect, and proof of delivery.

## RETURNS

No return of goods will be accepted without written consent must have a RGA # and shipping instructions from Rouillard. Approved returns, for reasons other than valid warranty claims, will be subject to shipping, handling and substantial restocking and restoration charges.

## OPTIONS AND SPECIFICATIONS

Specifications and options are subject to change without prior notice.

## GOVERNING LAW

All orders and purchases of Rouillard's products shall be governed in all respect by the laws of the Province of Quebec.