



Hebdraulique NL
84 Glencoe Drive
Mount Pearl, NL A1N 4S9

GENERAL TERMS & CONDITIONS OF SALE

These general terms and conditions of sale apply to any sale of goods or services by Hebdraulique NL.

General Stipulations: Hebdraulique NL reserves the right to modify its price lists without prior notice. Any quote remains valid for a period of 30 days. For clients without an account with Hebdraulique NL, all sales are payable in cash at the counter or prior to delivery. For clients with an account with Hebdraulique NL, all sales are payable "Net 30 days" from the date of invoice. The client shall be deemed to be in default automatically at the expiry of this time limit. Hebdraulique NL reserves the right to refuse any additional sale to a client or to withhold delivery of an order in case of unpaid arrears or if it considers that the client's credit is unsatisfactory. No discount or rebate is applicable to shipping, taxes, or other fees. All goods sold remain the property of Hebdraulique NL until full and final payment.

Shipping: Delivery and transfer of risk of loss: F.O.B. (our Mount Pearl location) (Incoterm 2010).

Warranty: All new goods are warranted against any material and/or workmanship defects for a period of one (1) year from the date of delivery. Hebdraulique NL's obligation under this warranty shall be limited to repairing or replacing, at its discretion and at its Mount Pearl location, any returned item that, after inspection, shall have been confirmed defective. Hebdraulique NL disclaims any other warranty, of any nature whatsoever, explicit or implicit. Hebdraulique NL is not liable for any loss, damages, repair costs, shipping costs, or any other indirect, special, or consequential damages, as regards the goods or services sold.

Return Policy: Only pre-authorized returns for which Hebdraulique NL has issued a return number will be accepted. The original invoice or a return slip duly issued by Hebdraulique NL must be provided with each returned item. Each return is conditional to inspection. Items must be returned to the branch office where they were purchased. Return fees equivalent to 25% of the sale price apply. Shipping is at the client's expense. No return shall be accepted beyond a period of one (1) year after the date of sale. No return shall be accepted on hose and piping assemblies, used items, non-inventory items (special orders) and any other item sold as "non-returnable". Returns shall be credited to the client's account against future purchases (no reimbursements).

Accounts Receivable: If Hebdraulique NL refers an outstanding account to a collection agent or a lawyer resulting from the client's payment default, collection fees equivalent to 20% of the owed amount shall be payable by the client. Any amount owed by the client in capital, cost, or penalty shall bear interest at the rate of 2% per month (28.82% per year). Any dispute between the parties is subject to the exclusive jurisdiction of the tribunals having jurisdiction over the City of St. John's, Province of Newfoundland and Labrador, Canada, to the exclusion of any other tribunal which would otherwise have jurisdiction over such dispute. These general terms and conditions are governed solely by the laws and regulations applicable in the Province of Newfoundland and Labrador, Canada, notwithstanding any rule of private international law or any conflict of law rule.

"Hebdraulique" and the Hebdraulique logo are registered trade-marks of Hebdraulique Inc. and are used by Hebdraulique NL (85627 Newfoundland & Labrador Inc.) with authorization.

LAST UPDATED: November 29, 2023