

## Sales Policy

### 1. PRICES:

THE PRICES SHOWN ON PUBLISHED PRODUCTS ARE SUBJECT TO CHANGE AT ANY TIME, WITHOUT NOTICE.

### 2. ORDERS:

ORDERS MUST BE PREPAID. ON LARGE ORDERS WE ACCEPT A 50% SECURITY DOWNPAYMENT. CONFIRMATIONS, ARE SENT PROMPTLY, INDICATING ANY SPECIAL INSTRUCTIONS OR TERMS.

### 3. ORDER CANCELLATION

ORDERS CANCELLED IMMEDIATELY AFTER THEY ARE ORDERED WILL BE SUBJECT TO A 10% SERVICE CHARGE.

IN THE US AND CANADIAN MARKET A 15% RESTOCKING FEE OF THE PURCHASE PRICE OF THE PRODUCT WILL BE IMPOSED ON ANY ORDER, CANCELLED AFTER IT HAS BEEN PROCESSED AND SHIPPED.

IN EXPORT A 25% RESTOCKING FEE OF THE PURCHASE PRICE OF THE PRODUCT WILL BE IMPOSED ON ANY ORDER, CANCELLED, AFTER IT HAS BEEN PROCESSED WAITING TO BE SHIPPED. IT IS A CUSTOMER'S RESPONSIBILITY TO PAY ALL SHIPPING AND

RESTOCKING CHARGES THAT ACCRUE DUE TO CUSTOMER CANCELLATION, PRODUCTS ORDERED BUT REFUSED ON DELIVERY, OR PRODUCTS PAID, BUT NOT CLAIMED WITHIN A PERIOD OF 20 WORKING DAYS FOR NO REASON, UNLESS SPECIFIED DIFFERENT IN A WRITTEN AGREEMENT.

C.O.D. ORDERS THAT ARE REFUSED WILL BE CHARGED AN ADDITIONAL \$ 20.00 CHARGE, PLUS THE SHIPPING CHARGES, PLUS THE RESTOCKING FEE

### 4. PAYMENT:

PAYMENTS MAY BE MADE BY CREDIT CARD, MONEY ORDER OR BANK TRANSFER. PAYMENTS BY CHECK ARE SUBJECT TO NORMAL BANK CLEARANCE PROCEDURES. WE DO NOT EXCEPT CASH BY MAIL.

PAYMENTS FOR INTERNATIONAL ORDERS MUST BE IN CANADIAN OR US FUNDS, BANK DRAFTS OR CHECKS, PAYABLE INTO OUR CAD OR USD ACCOUNT AT OUR CANADIAN BANK. CONFIRMED LETTERS OF CREDIT ARE ACCEPTABLE BUT ARE SUBJECT TO DOCUMENTATION AND COLLECTION COSTS.

### 5. DELIVERY LEAD TIMES

SHIPMENT DATES OF ORDERS ARE SUBJECT TO ARRANGEMENTS MADE AT THE TIME OF THE ORDER. SHIPPING SHIPMENTS WITHIN CANADA AND CONTINENTAL US ARE MADE BY FREIGHT OR MAIL. ON REQUEST THROUGH CARRIER UPS OR SIMILAR.

EXPRESS SAME-DAY DELIVERY SERVICES ARE AVAILABLE ON REQUEST. WE WELCOME AND ENCOURAGE PICKUP BY CUSTOMERS.

**6. INTERNATIONAL SHIPMENTS ARE MADE BY MAIL, OCEAN, AIR FREIGHT, OR AIR EXPRESS, AS REQUESTED BY THE CUSTOMER.**

THE BUYER IS RESPONSIBLE CHECKING THE LAWS THAT DEAL WITH IMPORTING WHATEVER PRODUCTS ARE BEING PURCHASED. TRUEWEST SOLAR IS NOT RESPONSIBLE FOR ANY CUSTOM DUTIES OR IMPORT RESTRICTIONS..

#### **7. SHIPPING CHARGES**

SHIPPING, HANDLING, AND INSURANCE IS CHARGED TO THE CUSTOMER. SUPPLEMENTARY CHARGES WILL BE MADE FOR SPECIAL PACKAGING, SUCH AS EXPORT CRATING, OR REPACKAGING TO COMPLY WITH SIZE, WEIGHT OR DIMENSIONAL WEIGHT RESTRICTIONS.

#### **8. INSURANCE**

SHIPMENTS ARE INSURED , UNLESS INSURANCE COVERAGE IS WAIVED AT THE CUSTOMER'S REQUEST.

**THE RECEIVER OF THE SHIPMENT IS RESPONSIBLE TO INSPECT THE GOODS ON ARRIVAL, AND IN THE EVENT OF DAMAGE , TO FILE A CLAIM WITH THE DELIVERING CARRIER , AS WELL AS TO NOTIFY TRUEWEST SOLAR IMMEDIATELY.**

#### **9. RETURNS**

ALL RETURNS MUST BE SECURELY PACKED, SHIPPED FREIGHT PREPAID, AND **MUST BE MARKED WITH A RETURN AUTHORIZATION NUMBER (RA #)** WHICH CAN BE OBTAINED FROM TRUEWEST SOLAR BY TELEPHONE, E-MAIL, FAX OR IN WRITING. SALE/SPECIAL ITEMS ARE NOT REFUNDABLE.

#### **10. UNAUTHORIZED RETURNS WILL NOT BE ACCEPTED.**

THE CUSTOMER'S NAME, ADDRESS, TELEPHONE NUMBER AND WRITTEN INSTRUCTIONS MUST ACCOMPANY ANY RETURN SHIPMENT

#### **Warranty, Jurisdiction and Venue**

All warranties are the responsibility of the manufacturer. All disputes are between the buyer and the manufacturer. Truwest Solar will help the buyer with this process.

You agree that any legal action brought against Truwest Solar shall be governed by the laws of the Country of Canada without regard to its conflict of law principles. You agree that the sole jurisdiction and venue for any litigation shall be an appropriate federal or provincial court located in the city of Swift Current Saskatchewan Canada.

**IF YOU HAVE ANY QUESTIONS REGARDING ANY OF OUR POLICIES, PLEASE FEEL FREE TO CONTACT US AT ANY TIME.**

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