



**Belroc Group Inc - Terms & Conditions of Sale**  
**June 2018 (Pg 1 of 3)**

These terms and conditions of sale tell you information about BELROC GROUP INC whose principal office is at 95 Binnington Court, Kingston, Ontario, K7M 8R7, Canada.

These Terms will apply to any contract between us for the sale of Products to you. Please read these Terms carefully and make sure that you understand them, before ordering or purchasing any Products from us. Please note that by ordering or purchasing any of our Products, you agree to be bound by these Terms and any other documents expressly referred to in them.

You should print or keep a copy of these Terms for future reference.

We amend these Terms from time to time as set out in clause 6.

Every time you wish to order or purchase Products, please check these Terms to ensure you understand the terms which will apply at that time.

## **1. Contacting Us**

To contact us, please write to BELROC GROUP Inc at 95 Binnington Court, Kingston, Ontario, K7M 8R7, Canada.

## **2. Our Products**

To contact us, please write to BELROC GROUP Inc at 95 Binnington Court, Kingston, Ontario, K7M 8R7, Canada.

- **2.1** The images and descriptions of the Products on our site and in our catalogue or other publications ("our publications") are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that the colours accurately reflect the colour of the Products. Your Products may vary slightly from those images or descriptions.
- **2.2** The packaging of the Products may vary from that shown on images or descriptions in our publications.
- **2.3** All Products shown in our publications and on our site are subject to availability. We will inform you as soon as possible if the Product you have ordered or purchased is not available and we will not process your order or purchase if made.

## **3. Our right to vary these terms**

- **3.1** We may revise these Terms from time to time.
- **3.2** Every time you order Products from us, the Terms in force at that time will apply to the Contract between you and us.

## **4. Pricing**

- **4.1** All applicable taxes are extra to this quotation
- **4.2** Belroc Group Inc reserves the right to final review of our quotations prior to the acceptance of any purchase order.
- **4.3** Quotation pricing is valid for 30 days from date of quotation, unless otherwise noted
- **4.4** Prices are FOB Belroc warehouse unless otherwise noted
- **4.5** All orders have a Minimum Order Value of \$100.00 pre-tax
- **4.6** All orders with installation option have a Minimum Order Value of \$475.00 pre-tax

**Kingston Office:**

95 Binnington Ct.  
Kingston, ON K7M 8R7

**Toronto Office:**

439 University Ave., Floor 5  
Toronto, ON M5G 2N8

*Solving Problems. Building Interiors.*



**Belroc Group Inc - Terms & Conditions of Sale**  
June 2018 (Pg 2 of 3)

**5. Payment:**

- **5.1** This quotation is submitted on the assumption that arrangements for payment (including reference as to credit worthiness) will prove satisfactory to Belroc. Should this prove not the case, and should any payment to us be overdue, Belroc reserves the right anytime to suspend work proceeding and discontinue delivery of materials.
- **5.2** No warranty takes effect until the project has been paid for in full.
- **5.3** Any materials used on this project remain the property of Belroc until the project is paid for in full.
- **5.4** Payment is due within Belroc Group Inc terms for customers with approved credit from Belroc. All other accounts to be paid COD.

**6. Delivery/Timing:**

- **6.1** Any delivery dates quoted on this proposal are estimated. Belroc will not be held liable for failure to meet quoted dates due to unforeseen difficulties and supplier delays.
- **6.2** Shipping is based on standard dock to dock service unless specified.
- **6.3** Any special requirements, including but not limited to tailgate deliveries and timed appointments will be extra.
- **6.4** Once goods are signed for at the receiving dock they are considered complete as per our packing list and free of damage. If there are any signs of damage or if the receiver wishes to make a thorough inspection it is advised to mark the shipment "Damaged" or "Subject to Inspection". Without this we cannot make a claim with the carrier.

**7. Manufacturer guarantees**

- **7.1** Some of the Products we sell to you come with a manufacturer's guarantee. For details of the applicable terms and conditions, please refer to the manufacturer's guarantee provided with the Products.
- **7.2** If you are a consumer, a manufacturer's guarantee is in addition to your legal rights in relation to Products that are faulty or not as described.

**8. Our liability if you are a business. This clause only applies if you are a business customer.**

- **8.1** Subject to clause 13.1, we will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
  - (a) any loss of profits, sales, business, or revenue;
  - (b) loss or corruption of data, information or software;
  - (c) loss of business opportunity;
  - (d) loss of anticipated savings;
  - (e) loss of goodwill; or
  - (f) any indirect or consequential loss.
- **8.2** Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to the Products. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Products are suitable for your purposes.

**Kingston Office:**

95 Binnington Ct.  
Kingston, ON K7M 8R7

**Toronto Office:**

439 University Ave., Floor 5  
Toronto, ON M5G 2N8

*Solving Problems. Building Interiors.*



**Belroc Group Inc - Terms & Conditions of Sale**  
June 2018 (Pg 3 of 3)

**9. Events outside our control**

- **9.1** We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in clause 9.2.
- **9.2** An Event Outside Our Control means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
- **9.3** If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:
  - (a) we will contact you as soon as reasonably possible to notify you; and
  - (b) our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Products to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

**10. Communications between us**

- **10.1** When we refer, in these Terms, to "in writing", this will include e-mail.
- **10.2** If we have to contact you or give you notice in writing, we will do so by e-mail or by pre-paid post to the address you provide to us in your order.
- **10.3** Please note that any notice given by you to us, or by us to you, will be deemed received and properly served 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such e-mail was sent to the specified e-mail address of the addressee. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

**11. Other important terms**

- **11.1** We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms.
- **11.2** You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.
- **11.3** This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- **11.4** Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- **11.5** If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- **11.6** If you are a business, these Terms are governed by Canadian law. This means that a Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), will be governed by Canadian law. We both agree to the exclusive jurisdiction of the courts of Ontario.

Belroc Group Inc, 95 Binnington Court, Kingston, Ontario, K7M 8R7 [www.belroc.com](http://www.belroc.com) June 2018

**Kingston Office:**

95 Binnington Ct.  
Kingston, ON K7M 8R7

**Toronto Office:**

439 University Ave., Floor 5  
Toronto, ON M5G 2N8

*Solving Problems. Building Interiors.*