



TERMS AND CONDITIONS OF SALE

1. By issuing a purchase order based on an Avensys Solutions quote, the buyer agrees to the terms and conditions herein.
2. Shipment terms are FOB Avensys Solutions(Toronto Area Warehouse) unless otherwise specified.
3. Orders acceptance is subject to credit status.
4. Payment terms are Net 30 days from the date of invoicing.
5. Changes to an accepted order may result in additional fees.
6. Cancellation of an order may be subject to charges if costs have already been incurred by Avensys Solutions and/or its suppliers as a result of this order.
7. All goods must be examined immediately upon arrival and any claims for error, breakages or malfunction must be communicated to Avensys Solutions within 5 days of the date of delivery.
8. **Warranties and Returns**
 - a) Warranties may vary with each manufacturer represented by Avensys Solutions. Standard manufacturers' warranties apply unless otherwise specified in the quote provided by Avensys Solutions.
 - b) Avensys Solutions will be responsible for returning goods to manufacturer or having goods repaired within the warranty period. Transportation costs may apply.
 - c) All goods returned, including those returned for warranty, must be accompanied by a Return Authorization issued by Avensys Solutions' customer service. Avensys Solutions is under no obligations to accept goods returned without prior authorization.
 - d) Return/restocking approval will only be considered for current standard products and within 30 days of invoice.
 - e) Returns will be subject to a minimum 20% restocking fee. All transportation costs associated with a return will be charged to the buyer.
 - f) The buyer is responsible to ensure that the goods are adequately packaged and insured against damage and loss. Avensys Solutions is under no obligation to honor the warranty on an item which has been damaged, altered or tampered with. Avensys Solutions is under no obligation to replace or restock an item which has been damaged, altered or tampered with.
 - g) Avensys Solutions accepts no liability for consequential or indirect loss or damage howsoever arising from the use of the goods sold.
9. Conditions set forth in Purchaser's order are binding only insofar as they do not conflict with Avensys Solutions' conditions of sales and in event of conflict, the Avensys Solutions' conditions of sale shall prevail.
10. Estimated delivery dates are on a best effort basis only.