

Business Terms

1. PRICES

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

2. ORDERS

ORDERS MUST BE PREPAID, AND ARE ONLY ACCEPTED IN WRITING, BY MAIL, FAX OR E-MAIL. ON LARGE ORDERS WE ACCEPT A 25% 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, AFTER IT HAS BEEN PROCESSED AND SHIPPED.

IN EXPORT MARKETS A 25% RESTOCKING FEE OF THE PURCHASE PRICE OF THE PRODUCT WILL BE IMPOSED ON ANY ORDER, AFTER IT HAS BEEN PROCESSED AND STAYS IN 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. PAYMENTS

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

PAYMENTS FOR INTERNATIONAL ORDERS MUST BE IN CANADIAN OR US DOLLARS, BANK DRAFTS OR CHECKS, PAYABLE INTO OUR CDN 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.

6. 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 PICKUP BY CUSTOMERS .

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 NORMALLY INSURED UP TO THE FULL INVOICE VALUE , UNLESS INSURANCE COVERAGE IS WAIVED AT THE CUSTOMER'S REQUEST.

THE COMPANY WILL ADVISE THE CUSTOMER BEFORE SHIPMENT IN THOSE INSTANCES WHERE INSURANCE IS LIMITED OR UNAVAILABLE.

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. GUARANTEE OF SATISFACTION

IF A CUSTOMER IS NOT FULLY SATISFIED WITH A PRODUCT PURCHASED FROM TRUEWEST, THE PRODUCT MAY BE RETURNED, AND THE COMPANY WILL REFUND THE PURCHASE PRICE, SUBJECT TO THE FOLLOWING CONDITIONS:

A PRODUCT RETURNED FOR REFUND MUST BE RECEIVED WITHIN THIRTY DAYS OF THE DATE OF SHIPMENT , UNUSED AND IN ITS ORIGINAL CONDITION, DULY AUTHORIZED (SEE "RETURNS"), FREIGHT PREPAID, ACCOMPANIED BY A COPY OF THE CUSTOMER'S INVOICE, AND, ON INSPECTION BY THE COMPANY, CONFIRMED TO BE IN UNUSED CONDITION.

SHIPPING CHARGES ARE NOT REFUNDABLE. ALL RETURN SHIPMENTS MUST BE INSURED, AS THE COMPANY CANNOT PROVIDE A REFUND IF, ON RECEIPT, THE GOODS HAVE SUSTAINED ANY DAMAGE DURING SHIPMENT.

ALL SALES ARE FINAL THIRTY DAYS AFTER THE DATE SHIPMENT ARRIVED. NO REFUNDS CAN BE MADE AFTER THAT TIME.

10. 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.

11. UNAUTHORIZED RETURNS WILL NOT BE ACCEPTED.

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

JURISDICTION AND VENUE

YOU AGREE THAT ANY LEGAL ACTION BROUGHT AGAINST TRUEWEST 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.

EXPORT CONTAINER SHIPMENTS

At request TRUEWEST will insure all shipments on behalf of the buyer, and at the buyer's expense. It is then included in your quote request. The buyer is responsible to immediately report any shipping damage or missing goods to the insurance company, and to file all necessary claims etc. This must be done within ten days of receipt of the order.

TRUEWEST is in no way responsible or liable for any damage, defective merchandise, or the filing of any claims. We are in no way responsible for financial losses or delays caused by the shippers, or the customs department, payment of customs fees of any country involved, or inland trucking from the port or warehouse areas. We are not responsible for any seized shipments of goods deemed to be illegal or contraband, or Patent or copyright disputes, DOT or EPA violations.

It is the responsibility of the buyer to make sure all goods purchased are legal to enter the designated receiving country. It is the responsibility of the manufacturer to supply all spare parts and warranty parts.

We are in no way responsible for the quality of the goods shipped. All warranties are the responsibility of the manufacturer. All disputes are between the buyer and the manufacturer.

I have read and fully understand this agreement and upon payment of this order hereby automatically fully release TRUEWEST SOLAR of any and all liability upon acceptance of this quote and invoice.

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

WE ARE PLEASED TO BE AT YOUR SERVICE.