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**Makers of Better Engineered Sprayer Components for Over 40 Years**

## Terms & Conditions of Sale

Effective August 22, 2016

Wilger Industries Ltd. ("Wilger") manufactures products and components ("Products") used with liquid management and spray application equipment. Wilger sells its products and components to original equipment manufacturers and wholesale distributors ("Purchaser").

The sales of Wilger products are subject to the terms and conditions outlined in this document unless purchased under a current booking program, in which case the terms and conditions outlined in the booking program may supersede some of the terms and conditions outlined in this document.

### ORDERS

To ensure greatest order accuracy Wilger requests that the orders be emailed or faxed to Wilger with complete information regarding the order. Wilger will email, or fax an order confirmation with the expected ship date. The Purchaser is allowed 24 hours from receipt of the confirmation to advise Wilger of any discrepancies on the order confirmation.

Complete information for orders includes, but is not limited to: Purchase Order number (on purchaser letterhead or verified company email address), full shipping address, requested shipping date, shipping company/carrier & account number, and Wilger part number references.

### PRICES

The prices charged will be the most current prices in effect. All prices are F.O.B. Wilger's Saskatoon, SK, Canada facility. Any applicable duties and taxes are extra.

### PAYMENT & TERMS

Payment is preferred by cheque. However, most monetary instruments that are the equivalent to the payment amount in Canadian currency will be accepted. If paying with an instrument other than a cheque, please verify that Wilger can accept. For payment instruments that incur surcharges or fees, either to Wilger or the Purchaser, the purchaser is responsible for payment of the surcharges or fees.

Unless the Purchaser has approved credit with Wilger, payment will be required before the order is shipped.

To receive credit privileges, the Purchaser must complete a credit application and be approved by Wilger.

If the Purchaser has approved credit, payment terms are net 30 days from date of invoice. Invoices not paid within 30 days are subject to a 1.5% per month interest charge. If payments on prior invoices are received later than 30 days from invoice date, Wilger retains the right to change the payment terms or refuse to give credit on future orders.

### SHIPMENT

While Wilger endeavors to ship all products on a timely basis, shipping time will depend on the type of product:

- Most of Wilger's Products are *full stock* Products, which Wilger usually keeps a relatively large quantity on hand to meet its Purchasers short term needs. Full stock products normally ship within 2 weeks.
- Some of Wilger's Products are *limited stock*, of which Wilger usually keeps a lower quantity on hand due to the lower volume and turn over or less predictable sales volumes. Limited stock Products normally ship in 2 to 4 weeks.
- Wilger *made to order* or non-stocked Products are not kept on hand and shipping time is usually 4 to 6 weeks. Orders for made to order Products cannot be cancelled or shipments thereof delayed.

Shipment times may be longer during the months of March, April, May and June, due to the increased and often unpredictable demand experienced during this period.

In order to ensure Product availability Wilger encourages the Purchaser to keep an appropriate quantity on hand and/or on order. Wilger offers booking programs and will work with the Purchaser to develop a mutually workable delivery schedule.

Wilger will promptly notify the Purchaser of any Product shortages and provide an estimate of the ship date. Unless otherwise advised by the Purchaser, Wilger will ship all in-stock Products and back ordered Products when available.

Wilger is not liable for any damages, loss, claims or expenses of any kind caused by the delay in delivery or unavailability of Products.

Products will only be shipped to the Purchaser and deliveries will not be made to third parties.

Products will be shipped by carrier of the Purchaser's choice and all shipping charges are the responsibility of the Purchaser. For carriers that will not pick up at Wilger in a timely manner, resulting in Wilger having to deliver the order to a carrier, there will be handling fees charged. This will be specified with the customer prior to delivering said order.

Title and ownership of the Products pass to the Purchaser immediately upon shipment from Wilger.

#### **SURCHARGES ON RUSH & SMALL VALUE ORDERS**

Wilger reserves the right to charge an additional:

- 10% on orders the Purchaser requests be shipped within 7 days, with a minimum dollar value of \$25.
- \$25.00 on orders less than \$100.00

A local pickup policy (Document 1010-001) is in place to better serve local dealers of Wilger product. The aim of this policy is to reduce the delivery time for critical parts by allowing local dealers to pick them up in Saskatoon at Wilger's factory (Saskatoon, SK, Canada). This must be arranged and approved by Wilger prior to pick up. There is a non-negotiable fee of \$15.00 for local pickups. This program is not for normal stocking orders.

#### **PRODUCT RETURNS**

Wilger's *Annual Inventory Return Program* allows the Purchaser to return an amount of Products during July and August equal to 5% of the Products purchased by the Purchaser from the preceding July 1<sup>st</sup> to June 30<sup>th</sup>. No re-stocking charge will be charged on these returned Products. All products must have been purchased within the last five years. This program is available to all stocking distributors.

For all other Products returns, the Purchaser must send an itemized list of the Products being returned and obtain a *Returned Goods Authorization (RGA)* from Wilger before returning any Products. A restocking charge of 15% will apply to the net value of all Products returned.

All returned Products must be unused, a current Wilger product, and in saleable condition. Non-stocked and made to order Products cannot be returned.

Returned Products must be shipped pre-paid and reference the *RGA*. All returned products must have legitimate RGA numbers, or else product will be returned to Purchaser at Purchaser's expense.

The net value of the Products returned will be credited to the Purchasers account.

#### **QUALITY ASSURANCE & PRODUCT DESIGN CHANGES**

Wilger is committed to ensuring all products comply with Wilger's internal quality assurance standards. Wilger does not certify that its products meet the Purchasers quality assurance or other special requirements unless Wilger has been notified of and agreed to these requirements.

Wilger regularly improves product design, with the intent of maintaining or improving the function of a Product. Some alterations may unintentionally cause incompatibilities with certain applications. Most alterations go unnoticed and only improve function, but Wilger is not required to announce any product alterations or revisions. Wilger will not exchange newly altered product with previous revisions of the product.

#### **WARRANTY AND WARRANTY RETURNS**

Wilger warrants, to the original purchaser, all Products sold against defects in materials or workmanship for a period of one (1) year from the date of original purchase. During this period Wilger will repair or replace a defective product or part, at its discretion, with a new or refurbished product without charge. No warranty shall apply when damage is caused or repair is required due to any of the following:

- Use of the product for other than the intended purpose or application it was designed for
- Use of an improper battery or alternate power source, when applicable;
- Accident, alteration, abuse or misuse of the appliance or; fire, water, damage, theft, war, riot, hostility, or acts of God.

These warranties and remedies are exclusive and all other warranties, express or implied, written or oral, including the implied warranties of merchantability or fitness for any particular purpose are excluded.

To receive warranty consideration, the Purchaser must send an itemized list of the Products being returned for warranty and obtain a *Returned Goods Authorization (RGA)* from Wilger before returning any Products. Returned Products must be shipped pre-paid and reference the *RGA*.

#### **LIMITATION OF PRODUCT LIABILITY**

Wilger's liability will not exceed the amount the Purchaser paid for the related Products. Wilger shall not be liable for any loss, damage (including without limitation, direct or indirect damages for personal injury, property damage, loss of business profits, business interruption, or any other pecuniary loss) or expense arising directly or indirectly out of the purchase, installation or operation of its products. In no event shall Wilger be liable for special, indirect, incidental or consequential damages of any kind or nature due to any cause. Wilger neither assumes nor authorizes any representative or other person to assume for it any obligation or liability other than is expressly set forth herein.

The Purchaser and any other related parties, further agree that, in the event Wilger and the Purchaser are unable to resolve a dispute, and they choose to pursue a resolution through litigation, it will be commenced in the courts in the City of Saskatoon in the Province of Saskatchewan, Canada. and subject to the laws of the Province of Saskatchewan, Canada.