

***The following terms and conditions govern all quotations, sales and contractual obligations between Point Distributors Ltd. ("Point") and the Customer.***

1. **QUOTES** – Any quotation provided by a Point representative shall be valid for the duration stated in the quotation. If no duration is stated, such quotation will be valid for seven (7) days. Quotations are subject to approval by Point's credit department.
2. **PRICES** – All pricing is subject to change. Point reserves the right to make adjustments to pricing for reasons including, but not limited to, changing market conditions, typographical errors, resin price changes and force majeure declarations.
3. **LIMITATION OF LIABILITY** – Point will not be liable for lost profits, loss of business, or any consequential, special, indirect, or punitive damages. Point will not be liable for any claim by any third party. Customer agrees that for any liability related to the purchase of products from Point, Point will not be liable or responsible for any amount of damages in excess of the dollar amount paid by the customer for the product(s) giving rise to the claim.

Point will not be responsible for any delays in delivery which result from any circumstances beyond its control, including without limitation, product unavailability, carrier delays, delays due to fire, severe weather conditions, failure of power, labour problems, acts of war, terrorism, general insurrection, acts of God or acts of any government or agency.

4. **SHIPPING** – All shipments, unless agreed in writing by both parties concerned, are F.O.B. point of shipment. Any claims for shortages or damages suffered in transit are the responsibility of the Customer and shall be submitted by the Customer directly to the carrier. Shortages or damages must be acknowledged and signed for at the time of delivery. While Point will use all reasonable commercial efforts to maintain the delivery date(s) acknowledged or quoted by the Point representative, all shipping dates are approximate and not guaranteed.
5. **ORDERS; INTEREST; TAXES** - Orders are not binding upon Point until confirmed in writing by Point. Invoices are due and payable within the time period specified on the invoice, measured from the date of invoice. A net 30 days O.A.C. 2% interest shall be charged by Point on all overdue payments. Customer is responsible for, and will indemnify and hold Point harmless from, any applicable sales, use, value-add, goods and services, harmonized sales or other taxes or any fees, assessments, levies or other amounts, including without limitation any environmental fees or waste disposal assessments or levies, whether provincial, federal or other applicable governmental level, associated with the order. Customer must claim any exemption from tax and, if applicable, from any fees, assessments or levies, at the time of purchase and provide the necessary supporting documentation.
6. **PRODUCTS AND RETURNS** – Product shall be manufactured to specifications and criteria confirmed in writing to the Customer. Product gauge and quantity of product will be produced to within ten percent (10%) of the value specified by the Customer in the order form.

Any errors in workmanship, defects in material, or nonconformities to specifications must be reported by the Customer to Point within forty-eight (48) hours of delivery of product. A twenty percent (20%) handling charge will be applied on all authorized conforming returned goods.