



2018 SALES TERMS AND CONDITIONS

PAYMENT

Net the 25th of the following month.

FREIGHT CHARGES

A daily freight charge is applicable as outlined below:

DESTINATION	DAILY ORDERS (\$)	DAILY FREIGHT CHARGE	DAILY ORDERS (\$)	DAILY FREIGHT CHARGE
British Columbia	\$400 & more	-	Less than \$400	\$11.00
Alberta	\$400 & more	-	Less than \$400	\$10.00
Saskatchewan	\$400 & more	-	Less than \$400	\$10.00
Manitoba	\$400 & more	-	Less than \$400	\$10.00
Ontario	\$400 & more	-	Less than \$400	\$17.50
Quebec	\$400 & more	-	Less than \$400	\$17.50
*Madeleine Islands	\$400 & more	-	Less than \$400	\$17.50
New Brunswick	\$400 & more	-	Less than \$400	\$ 8.00
Nova Scotia	\$400 & more	-	Less than \$400	\$ 8.00
Prince Edward Island	\$400 & more	-	Less than \$400	\$ 8.00
*(F.O.B. port of Montreal)				

- Orders destined to the **Northwest Territories, Yukon, Newfoundland and certain other remote destinations**, are sent at the Customer's expense, using the following procedure:
 - Order is sent prepaid.
 - Subsequently, the Customer is invoiced for the actual cost of consignment, using our preferential freight rates.
- The conditions above do not apply to steel wheels. Please refer to the 2018 wheels sales conditions.
- Other specific products such as overweight, oversize and/or unpackaged items are subject to additional freight charges.
- An "expedited delivery" from supplier is subject to additional freight charges.
- Freight charges are subject to change at any time according to the fluctuation of fuel prices.

SHIPPING

- Local cut-off times for next day deliveries:

ROBERT THIBERT	PURULATOR	LOOMIS	FASTFRATE	MORNEAU	MANITOULIN
5:00 p.m.	3:30 p.m.	3:30 p.m.	2:00 p.m.	2:00 p.m.	2:00 p.m.

INVOICES

Invoices are available on our Website at www.rthibert.com and are sent either **with your order*, by e-mail or by fax, prior to delivery.

**Please note that the option 'with your order' is valid only for Customers serviced by the Robert Thibert delivery networks. Fax and e-mail options are the only options available for all other delivery service suppliers. (If you are not registered to the e-mail or fax options, your invoice will be sent by mail)*

PICK-UP

A minimal delay is required for the preparation of the order prior to pick up.

Modifying/adding to the order is not permitted on site.

An order requested for pick-up must be retrieved within the following 24 hours, after which it will be put back in stock.

PRICES AND SALE CONDITIONS

Prices and sale conditions are subject to change at any time without notice.

LOST OR DAMAGED GOODS

We recommend a careful inspection of each item received.

All/any abnormalities must be reported to our customer service department within **24 hours** of receiving goods.

Please note that in no event will service carriers accept claims in respect of lost or damaged goods which are received beyond 10 days of delivery.

MISSING PARTS

We recommend a careful inspection of each order received. Missing parts must be reported to our customer service department within **24 hours** of receiving goods.

PAYMENT

If payment of your account has not been received as of the 25th of the following month, you may be denied shipment of all/any additional orders, until payment has been received in full. N.S.F. cheques or returned payments are subject to a \$25.00 administrative fee. Overdue accounts are subject to a 2% monthly (24% yearly) finance charge.

Any authorized merchandise return, in resolution of a past amount due to Robert Thibert, will be subject to a 25% handling charge

RETURN POLICY

GENERAL RETURN CONDITIONS

- **All/any merchandise return must be preauthorized by Robert Thibert. An unauthorized return will be refused or will be accepted and subject to a 5% handling charge.**
- A return authorization must be requested by completing a Return Goods Authorization request ("RGA") supplied by Robert Thibert Inc. detailing the reasons for the request and submitted thereafter either by:
 - **Fax :** (450) 691-2392
(450) 691-3407
1 (888) 660-2392
 - **Internet Website :** www.rthibert.com
- Robert Thibert will review the duly completed RGA and may request that Customer submit photos or have the Product inspected locally prior to issuing a RGA confirmation approving the return of such Product to Robert Thibert. The RGA confirmation must be included with the return of Products.
- **The original bill of sale and detailed reason(s) for the return, are mandatory.**
- Every return must have a return authorization number. No refunds; credit to account only.
- Only items purchased within the last year will be accepted for return.
- All returned Products will be inspected. Robert Thibert reserves the right not to accept the return of Products which, in its sole discretion, do not satisfy the return criteria.
- **Merchandise must be returned within 10 business days of receiving Robert Thibert's authorization. A return authorization pendent for more than 10 business days will be cancelled.**
- Merchandise must be returned to the following Robert Thibert warehouses:

PROVINCE	WAREHOUSE
Quebec, Ontario	Châteauguay
Maritimes	Moncton
Manitoba, Saskatchewan, Alberta	Calgary
British Columbia	Pitt Meadows

NEW MERCHANDISE

- New merchandise must be returned in its original packaging and in perfect condition.
- All returns must be sent "PREPAID," except for Customers serviced by the Robert Thibert delivery trucks.
- All parts must be test-fitted prior to installation.
- **All/any merchandise that has been modified, painted or installed will be refused.**
- **The following products are not returnable:**
 - Audio
 - Wheels accessories
 - Optima batteries
 - All/any products from the home/sports/leisure section
- **Discontinued items**
 - Discontinued items purchased within the last year, will be accepted for return and are subject to the same return policy as «New Merchandise».
- **Special order**
 - Special orders are not returnable
 - Special orders cannot be cancelled once ordered
- **Stock adjustment of a specific line of product**
 - Up to 5% of the previous year's purchases, per line of product, will be accepted for return by means of an offsetting order (of 2 for 1 value) in that same line of product. These returns are allowed once yearly, between January 1st and March 1st, and only upon approval of Robert Thibert's sales director (*contact our customer service department for additional information*). A 'stock adjustment' return does not affect the return rate provided below.

- **Handling charge:**

RETURN RATE: LESS THAN 10% OF PREVIOUS YEAR'S AGGREGATE AMOUNT OF PURCHASES OF PRODUCTS	RETURN RATE: BETWEEN 10% AND 15% OF PREVIOUS YEAR'S AGGREGATE AMOUNT OF PURCHASES OF PRODUCTS	RETURN RATE: MORE THAN 15% OF PREVIOUS YEAR'S AGGREGATE AMOUNT OF PURCHASES OF PRODUCTS
No handling charge if purchased within 6 months.	No handling charge if purchased within the last month.	25% handling charges. Robert Thibert reserves the right to refuse any return.
15% handling charge if purchased between 6 months and 1 year.	15% handling charge if purchased between 1 month and 1 year.	

WARRANTY

- **A credit, the repair or the replacement of the defective good will be applied, according to the manufacturer's warranty,** and upon inspection of the defective item. Certain manufacturers require that they handle their own warranty claims, in which case you will be required to contact the manufacturer directly in order to obtain a credit, repair or replacement of the defective good.
- **Any return of defective merchandise can be sent "COLLECT", by following the transport regulations indicated on the return authorisation form.**
- An accurate description of the defect must be provided.
- If the alleged defective Product is found to be not defective upon inspection by Robert Thibert, Robert Thibert shall notify the Customer that it will be shipped back to Customer within 48 hours, at its own expense. If Customer refuses said delivery or if Customer requests that Products not be shipped back to it within the aforementioned 48 hour delay, Robert Thibert reserves the right to retain the Products and the amount paid for the purchase of the Products.
- If, after inspection, no defect is found with the merchandise returned, the applicable freight charges will be invoiced back to Customer.
- Any repairs made locally and any related reimbursement must be approved, in advance and in writing, by Robert Thibert. Any Product that has been modified, without a prior written authorisation by Robert Thibert, will be refused for return.
- In the event that Robert Thibert accepts the return of a defective Product, Robert Thibert's liability shall be strictly limited to the sale price of that Product. For purposes of clarity, Robert Thibert will not be responsible whatsoever for any labour costs associated with the installation and/or removal of any defective Products nor with any repairs required to be made to the vehicle on which defective Products were installed, regardless of whether such vehicle repairs were required due to damage caused by the defective Products.