



2020 TERMS AND CONDITIONS OF SALE E-Commerce / Drop Shipments

1. DEFINITIONS

Each capitalized term used but not defined herein has the meaning given to it in the Master Sales Agreement.

2. PAYMENT

According to the terms established upon opening your account.
Net, the 25th of the following month.

3. FREIGHT CHARGES

All E-Commerce/Dropship customers can use our services to deliver to Canada and the United States (Continental US). We can ship from Canada to the United States, but not from the United States to Canada. Your requirements must be specified in advance so that adjustments can be made prior to product shipment. Shipping fees vary according to several factors, including, but not limited to: item dimension, destination, etc.

You may choose to use our transportation/delivery services, or, provide your preferred carrier account number to use the COLLECT method.

- We will add freight fees to each web/dropship order. You will benefit from Thibert Inc. preferential freight rates.
- We can provide a freight quote prior to expedition if requested. If the request is not specified, we will proceed with the order and add the freight fees according to current rates.
- Certain specific items (heavy, oversized and/or unpackaged) will be subject to additional freight fees.
- Certain distant regions will be subject to additional freight fees.
- Freight fees are subject to change at all times, depending on the fluctuation of fuel prices and agreements with our freight carriers.
- **WHEELS** : Shipping fees for wheels have a fixed rate: 39.95\$ for a set of 4 wheels, or 10.00\$ per individual wheel.
- Customs fees for shipments to the United States are included in the freight fees.

4. SHIPPING

Order delivery is done, on average, between 2 and 5 business days, depending on the zones and origin of the inventory.

- If you have alternate requirements, send us your request so we can verify its possibility and identify the conditions to respect (example: express delivery, LTL, cut-off times, fees, etc.).

5. INVOICES

Invoices are available on our Website at www.rthibert.com, by accessing your customer profile. They can also be sent by E-mail.

6. ORDER FOR PICK-UP

- A reasonable delay is required for the preparation of the Order, prior to pick up.
- Modifying or adding to the Order is not permitted on site.
- An Order requested for pick-up must be retrieved within the following twenty-four (24) hours, after which it will be put back in stock.

7. PRICES AND SALE CONDITIONS

- **Prices and conditions of sale are subject to change at any time, without notice.**



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8. LOST, MISSING OR DAMAGED GOODS

- The recipient is responsible for carefully inspecting each item upon receipt of an order.
 - All claims for lost, missing or damaged merchandise must be reported the Web Sales Agents within 5 business days, following receipt of the order.
- * Please note that in no event will a service carrier accept a claim for lost or damaged goods, if received beyond ten (10) days of delivery.*

9. PAYMENT

- A Customer with an unpaid invoice past the 25th of the following month from its date of issue, will automatically be denied shipment of any new Order until payment has been received in full.
- All «NSF» cheques or returned payments will be subject to a \$25.00 administrative fee.
- Overdue accounts are subject to a two percent (2%) monthly finance charge, twenty-four percent (24%) yearly.
- Returned merchandise, accepted and authorized by Thibert, in resolution of a past due amount, will be subject to a twenty-five percent (25%) handling charge.

10. GENERAL RETURN CONDITIONS

- Product returns must be preauthorized by Thibert.
- Purchased products cannot be returned after 2 months following said purchase.
- A *Return Goods Authorization* number (« RGA ») is required in order to return Product.
 - An RGA can be obtained online at www.rthibert.com or by submitting a request by email to your Web Sales Agent.
 - The original bill of sale, order number and detailed reason of return must be supplied to obtain an RGA number.
 - The RGA confirmation provided by Thibert must be sent with the Product being returned.
- Thibert can request pictures and/or that the Product be inspected locally, prior to issuing an RGA number.
- Thibert will inspect all Product that is returned and will reserve the right, in its sole discretion, to refuse a return that does not satisfy the return criteria.
- Upon receiving an RGA confirmation, the Customer has ten (10) business days to return the Product to Thibert after which, the RGA will be annulled.
- Any non-authorized return or return without an RGA, will not be reimbursed until we have the required information to respect our regular procedure. A ten percent (10%) handling fee will be applied for non-respect of the procedure.
- Thibert reserves the right to accept an unauthorized Product return, and will administer a ten percent (10%) handling fee to do so.
- If Thibert is at fault, we will supply prepaid freight labels so items can be returned to our warehouse.
- If the customer or the recipient is at fault, freight fee will be at your expense.
- No refunds; credit to account only.
- Product must be returned to the following Thibert warehouse, according to the Customer's location:

| CUSTOMER LOCATION | RETURN TO |
|---------------------------------|--------------|
| Quebec, Ontario | Châteauguay |
| Maritimes | Moncton |
| Manitoba, Saskatchewan, Alberta | Calgary |
| British Columbia | Pitt Meadows |



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11. NEW MERCHANDISE

- New merchandise must be returned in perfect condition, and in its original packaging.
- All parts must be test-fitted prior to installation.
- Any merchandise that has been modified, painted or installed, will be refused.

12. DISCONTINUED ITEMS

- Discontinued items purchased beyond two (2) months, will not be accepted for return.

13. SPECIAL ORDER

- Special Orders are not returnable.
- Special Orders cannot be cancelled once ordered.

14. MERCHANDISE UNDER WARRANTY

- **Following inspection, a credit to account, the repair or the replacement of the defective Product will be applied, according to the manufacturer's warranty*.**

** 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, the repair or replacement of the defective good.*

- Any return of merchandise under warranty can be done at our expense. Our Web Sales Agents will provide the necessary freight labels.
- An accurate description of the defect must be provided on the return authorization request.
- If the alleged defective Product is found to be not defective, Thibert will notify the Customer within forty-eight (48) hours, following the inspection. Thibert will then reserve the right to retain the Product as well as the amount paid for the purchase of the Product.
- If the alleged defective Product is found to be not defective, all applicable freight fees will be charged to the Customer.
- Thibert's written authorization must be obtained, prior to making any repairs or issuing any related reimbursements. Product that has been modified without a prior written authorization by Thibert, will be refused for return.
- In the event that Thibert accepts the return of a defective Product, Thibert's liability shall be strictly limited to the sale price of that Product. For clarity purposes, Thibert will not be responsible whatsoever for any labour costs associated with the installation and/or removal of any defective Product nor with any repairs required to be made to the vehicle on which the defective Product was installed, regardless of whether such vehicle repairs were required due to damage caused by the defective Product.