

**1. DEFINITIONS**

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

**2. PAYMENT**

Net, the 25<sup>th</sup> of the following month, upon credit approval.

**3. FREIGHT CHARGES**

A daily freight charge of \$19.95 applies. A handling fee (see additional freight) of \$5.00 is applicable per invoice.

- With the purchase of four (4) wheels or more that are in stock, the daily freight charge is prepaid.
- Certain specific Products such as overweight, oversized and/or unpackaged items are subject to additional freight charges.
- **Magdalen Islands** : F.O.B port of Montreal
- **Northwest Territories, Yukon and certain other remote destinations**: Orders are sent collect to customer.
- Freight charges are subject to change at any time.

**4. SHIPPING**

Local cut-off time is 5pm for next day deliveries <sup>(1)</sup>:

*<sup>(1)</sup> Cut-off times for LTL deliveries vary according to volume & destination. Contact our Customer service for the exact times.*

**5. INVOICES**

Invoices are available on our Website at [www.rthibert.com](http://www.rthibert.com). To receive Invoices by e-mail or fax, you must register by contacting Customer service at 1-800-268-1062.

**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 on site is not permitted.
- 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 SALES CONDITIONS**

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

**8. LOST, MISSING OR DAMAGED GOODS**

- We recommend the careful inspection of each item received upon delivery of an Order.
- Lost, missing or damaged parts must be reported to Customer service within twenty-four (24) hours of receiving your Order\*.
- For items damaged in transit, a picture must be submitted for claims.

*\* Please note that our external carriers do not accept claims for lost or damaged goods beyond ten (10) days following delivery of orders.*

**9. PAYMENT DEFAULTING**

- Any Customer with an unpaid invoice on the 25th of the following month from issuance will automatically be denied shipment of any new Orders until said amount is paid in full.
- A cheque returned for non-sufficient funds (« NSF »), or other, will be subject to a \$50.00 administration fee.
- Any unpaid amount will bear interest at a rate of two percent (2%) per month, twenty-four percent (24%) per year.
- An authorized return of merchandise for payment of an amount due, will be subject to a 25% reclaim (restocking) fee.

**10. GENERAL RETURN CONDITIONS**

- Thibert must preauthorize all returns.
- Product purchased more than twelve (12) months prior is not eligible for return, without exception.
- A Return Goods Authorization number (« RGA ») is required prior to returning Product.
- An RGA number can be obtained online at [www.rthibert.com](http://www.rthibert.com), or by contacting Customer service.

**TO CONTACT CUSTOMER SERVICE**

By e-mail: [sac@rthibert.com](mailto:sac@rthibert.com)

By phone, toll Free: 1 (800) 268-1062

- The original bill of sale and detailed reason for return are mandatory to obtain an RGA number.
- The authorized RGA confirmation provided by Thibert must be included with the Product return.
- Thibert may require the Customer provide photos and/or have the Product inspected by a local dealer, before issuing an RGA number.
- All returned Product will be inspected and Thibert reserves the right to refuse a return of Product that, at its sole discretion, does not meet return criteria.
- All Product returns must be made within ten (10) business days of receipt of the RGA or the RGA will be cancelled.
- All unauthorized Product returns or return without a valid RGA number will automatically be sent back to Customer at Customer's expense.
- Thibert reserves the right to accept an unauthorized Product return and administer a five percent (5%) handling charge to do so.
- No refunds. **Credit to account only.**
- Returns must be sent to the following Thibert distribution centre, depending on the Customer's location:

CUSTOMER LOCATION	DISTRIBUTION CENTRE
Quebec, Ontario, Maritimes	Châteauguay
Manitoba, Saskatchewan, Alberta	Calgary
British Columbia	Pitt Meadows

**I. HANDLING CHARGE:**

LESS THAN TEN PERCENT (10%) OF PREVIOUS YEAR'S AGGREGATE AMOUNT OF PURCHASES	MORE THAN TEN PERCENT (10%) OF PREVIOUS YEAR'S AGGREGATE AMOUNT OF PURCHASES
No handling charge if purchased within thirty (30) days.	Twenty five percent (25%) handling charge.  <b><i>Thibert reserves the right to refuse any return.</i></b>
Five percent (5%) handling charge if purchased between one (1) month to six (6) months.	
Fifteen percent (15%) handling charge if purchased between six (6) months to one (1) year.	

## II. NEW MERCHANDISE

- All new merchandise must be returned in its original packaging and in perfect condition.
- Product must be test-fitted on the vehicle prior to installation.
- Any merchandise that has been modified, painted or installed will be refused.
- The following products cannot be returned:
  - All E-Bikes
  - All items from the Home, sports and leisure catalogue

## III. DISCONTINUED MERCHANDISE

- Any discontinued merchandise cannot be returned.

## IV. SPECIAL ORDER

- A Special Order cannot be cancelled once ordered.
- No returns of Special Orders will be accepted.

## V. MERCHANDISE UNDER WARRANTY

- **Credit to account, repair or replacement according to the manufacturer's warranty and following the inspection of the defective Product\*.**

*\* Certain manufacturers require that they handle their own warranty claims, in which case customer will be required to contact the manufacturer directly to obtain a credit, a repair or a replacement of the defective Product.*

- All returns of merchandise under warranty may be sent "COLLECT" by following the shipping instructions indicated on the RGA confirmation.
- The nature of the defect in the Product must be specified on the return request.
- If no defect is identified with the returned Product, Thibert will notify Customer and return the Product, at Customer's expense, within forty-eight (48) hours. If the Customer refuses delivery or requests that the Product not be returned within the aforementioned time period, Thibert then reserves the right to retain the Product and the amount paid for the purchase of said Product.
- If no defect is identified with the returned Product, all applicable freight charges will be billed to the Customer.
- Any repair performed locally and/or any amount related thereto must be approved in writing by Thibert. Any Product modified and returned without Thibert's written authorization will be refused.
- 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 to a property, notwithstanding that they are required as a result of damage caused by the defective Product.
- For defective items with a value of less than \$50.<sup>00</sup>, the Customer must send an email to [sac@rthibert.com](mailto:sac@rthibert.com) and include the following information:
  - Their account number
  - The invoice number
  - The Item number and quantity
  - A photo of the defect

Thibert will respond to the email and advise if the Customer can proceed with the destruction of the item. If applicable, Thibert will also include a copy of the credit note\*.

*\* Thibert reserves the right to request proof of destruction before issuing a credit.*