

Terms and Conditions

This agreement is by and between Cablelink Design ("Cablelink") and the purchaser ("Client"). Any amendment to this document shall be valid only if signed by an officer of Cablelink. Any unrevoked written offer from Cablelink shall constitute an agreement if and when Cablelink receives the client's acceptance thereof within the specified delay. Any client order which is not an acceptance of a particular offer from Cablelink, may not be revoked and shall constitute an agreement if and when Cablelink accepts it by written notice thereof.

Price and Payment: Unless specified otherwise in writing, the prices stated in any quote, (informal, budgetary, formal) issued in print or electronically ("Prices") whether accepted or not by a Client, includes standard packaging. Taxes, transport fees, insurance, or any other fees whether present or future ("Charges"), all of which shall be the Client's responsibility, are not included. The Client agrees to indemnify Cablelink for any charges related thereto. Prior to accepting an order, Cablelink may require a deposit, and may, at its sole discretion, amend its advertised prices, terms, conditions and/or specifications, including the discontinuance of any model. Merchandise will be shipped at prices prevailing at time of shipment. No price increases will be charged unless agreed to by customer prior to shipment. Unless otherwise specified in writing, Client must make payment in full of the Price and Charges no later than the time of delivery to the Client or his transporters. Any failure to so make payment in full shall render the balance of the Price and Charges immediately due. Client shall be responsible for all costs and damages arising from his failure to make timely payment in full. For any purchase of less than \$30.00, an administrative fee may be applicable. It is a condition precedent to Cablelink's acceptance of any Client order that the Client be in a good financial standing, and Client so represents and warrants to Cablelink. Cablelink reserves the right to demand immediate payment of the Price and Charges and revoke the benefit of the agreed upon terms of payment if it subsequently believes that the Client's solvency has deteriorated.

Any balance due shall bear interest at the rate of 20% per year, such interest running from the date upon which payment was due until full payment. Without prejudice to any other recourse, any payment method returned without sufficient funds shall increase the balance due by the greater of 2% of the sum of the Price and Charges or \$50.00. In the event Client defaults in the terms of payment, Cablelink may recover from Client all costs of collection, including without limitation, reasonable attorney's fees, whether or not such collection includes commencement of a lawsuit. The fact that a Client places an order with Cablelink seeking to bill or to deliver merchandise to a third party, this shall not release the Client from his obligations pursuant to the terms of sale, and Client shall remain liable with the third party for the payment of the Price and Charges.

Ownership: CABLELINK SHALL RETAIN OWNERSHIP OF ALL MERCHANDISE UNTIL FULL PAYMENT OF THE PRICE AND CHARGES AND INTEREST THEREON. In the event of default, Cablelink may without prior notice, with or without legal proceedings, take back possession of the merchandise without prejudice to any other recourse and without causing novation, the whole without any indemnity nor remittance by Cablelink of amounts received by it, which may be kept by Cablelink at its option as un-liquidated damages.

Delivery: Specified delays for delivery are subject to contingencies beyond Cablelink's control and are offered as estimates only, even in the case of strict delays. No failure by Cablelink to make delivery within a specified delay or by a specific date may be used by the Client to justify a unilateral cancellation of the agreement.

Return of Merchandise: No returns after 30 days from receipt of goods by Client. No merchandise may be returned without prior written authorization. All returns will be subject to a minimum 20% handling and factory inspection charge, except on products considered to be defective in workmanship and materials. No returns will be accepted on any goods with custom finishes, modified or custom-made parts or goods cut to Client specified length.

Risks: The Client assumes all risk of loss and damage to the merchandise as soon as the Client or his transporters accepts delivery thereof. The Client must take all necessary measures to facilitate access to his site in order to allow delivery. Acknowledgement has been made by the transportation company of the receipt in good condition of the material listed on the invoice or packing sheet. Claims for loss or damage on shipment must not be deducted from our invoice, nor payment of the invoice withheld awaiting adjustment of such claims. We do not guarantee safe delivery; that is the assigned transportation company's responsibility.

Claims: All claims for damage or incomplete shipping must be made within 48 hours after receipt of goods or it will be assumed shipment was without damage and complete. All claims for loss or damage in transit must be made by consignee to carrier. In no event shall Cablelink be liable for incidental or consequential damages. No return of merchandise by the Client will be accepted without Cablelink's prior written consent.

Merchandise and liabilities: The Client shall be solely responsible for any and all risks relating to merchandise's appropriateness and/or fitness for the purposes for which he intended or intends to use it. Installation is the sole responsibility of the Client and/or installer. It is the sole responsibility of the Client and/or installer to test the strength of the ceilings and walls into which the Cablelink systems are to be installed. The Client hereby releases Cablelink from and indemnifies Cablelink for all forms of liability with respect to the Client's plans and drawings. The client assumes all risks and liabilities resulting from or relating to the assembly, installation and use of the merchandise.

Limits of warranty: Cablelink warrants to the first purchaser that its products are free from defects in materials and workmanship. In the event of any defect, Cablelink's sole obligation is expressly limited to repair or replacement, at Cablelink's discretion, at Cablelink's factory after written return authorization has been granted. In no event shall Cablelink under this warranty extend beyond the initial cost of the product and accordingly, any consequential damages arising out of defect therein are expressly excluded. This warranty shall not apply to products which have been altered, improperly used or repaired outside of Cablelink's factory and shall not apply to defects for which written notice thereof is not received by Cablelink within one (1) year from the date of purchase. The Client agrees to pay all transport fees for delivery of the merchandise to Cablelink's premises and the return therefrom. Cablelink shall not be responsible for any minor difference in the colour of the merchandise as compared to the samples which were or may have been shown and/or supplied to the Client and the Client may not use such a difference to demand a reduction in Price or the cancellation of the agreement.

The Client recognizes that no declaration, promise or warranty shall bind Cablelink, other than those contained herein. No employee, agent, or distributor has the authority either to bind Cablelink or to make any representation or warranty concerning the merchandise.

Other Conditions: The Client who resells the merchandise agrees to have his purchaser comply with the present terms and conditions and remains solitarily responsible with his purchaser towards Cablelink for compliance with all of these terms and conditions. Cablelink's silence or tardiness in exercising any right or recourse pursuant to law or pursuant to the terms hereof shall not be interpreted as a waiver of any right or recourse, and any waiver by Cablelink must be in writing and shall only be applicable to the circumstances specifically covered therein. All of Cablelink's rights specified herein are cumulative and not alternative. The Client may not assign the agreement to any third party without Cablelink's prior written consent. These rights and obligations bind the contracting parties as well as their successors, representatives and permitted assigns. The invalidity of any clause in this agreement or part thereof shall in no way affect the validity or the binding effect of the remainder hereof. The Client shall indemnify and save Cablelink harmless in the event of any claim or suit brought against Cablelink resulting from any fault, omission or negligence on the Client's part or on the part of any person under his responsibility. The parties agree that the merchandise is and shall at all times remain a movable and this until full payment of the Price and Charges and any interest thereon. This shall constitute the entire agreement and replaces all prior discussions, correspondence, bids, offers, or acceptances and no amendment, including any cancellation of an order by the Client, may be made without the written acceptance of an officer of Cablelink. Any provision contrary to the present terms and conditions set out in a Client's document shall be null and void.

Applicable Law: The agreement and everything which may result there from shall be governed by the laws applicable in the Province of Québec and the parties hereto agree that only the courts of the district of Montréal, Province of Québec shall have jurisdiction to hear any claim in connection therewith, the parties electing domicile therein.

Language: Ce document est disponible en français sur demande.

