

Terms of Sale



ULTRA SEAT CORPORATION

Phone: 1-800-667-7328 | 780-489-6133

Fax: 1-888-667-7328 | 780-489-0443

www.ultraseat.com

Terms of Sale

The following terms and conditions of sale ("Terms and Conditions") regulate the sale of seating products by Ultra Seat Corporation Ltd. ("Ultra Seat") to "Customers" worldwide. By using the website and/or placing orders with Ultra Seat, Customers agree to be bound by and accept these Terms & Conditions.

1. Quotes & Orders

- Quotations provided in writing by Ultra Seat will be valid for the duration stated on the quotation or 30 days from the date issued.
- Orders may be placed by phone, fax, e-mail, or submitted on the website.
- Acknowledgement of receipt of an order does not constitute acceptance of the order by Ultra Seat. Orders are not binding on Ultra Seat unless accepted by Ultra Seat. Acceptance of an order occurs when the product ships.

2. Product Availability

- If the product ordered is not in stock, Ultra Seat will contact Customers with a revised delivery date, at which time Customers may choose to accept the revised date or withdraw the order.
- Product lines change over time; Ultra Seat reserves the right, without liability or notification, to cease to make available any or all products.
- Ultra Seat may ship products which have similar specifications to the product(s) originally ordered. Ultra Seat will contact Customers regarding significant differences in products and/or pricing prior to shipping at which time Customers may choose to accept the changes or withdraw the order.

3. Price & Terms

- Prices are subject to change.
- Ultra Seat makes every effort to ensure product is listed with correct information and pricing. In the event of typographical error, Ultra Seat shall have the right to refuse or cancel the order.
- All prices exclude applicable taxes. Ultra Seat will add the appropriate sales tax to each order based on where the product is shipped and the sales tax rate(s) in effect at the time of shipping.

4. Payment Options

- Payment is due prior to product being shipped, known as "Cash Sale" transactions, unless on approved credit terms with Ultra Seat.
- Visa and MasterCard are accepted forms of payment for Cash Sale transactions only. Ultra Seat also accepts wire transfers, and EFT (Electronic Funds Transfer) for Cash Sale transactions, as well as on approved credit terms.
- Payments on trade credit account balances are due 30 days from date of invoice.

5. Shipping

- All purchases are F.O.B. the nearest stocked Ultra Seat distribution centre.
- Ultra Seat will not assume the responsibility for any damages or shortages of goods, after the Bill of Lading has been acknowledged by;
 - a) The Carrier or his Agents, or
 - b) Anyone designated by the Purchaser.

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Terms of Sale (continued)

6. Return Policies

- All product returns must be unused, in resalable condition, with freight prepaid, and must be authorized by Ultra Seat Corporation with a Return Goods Authorization (RGA) number prior to return.
- No returns accepted after 90 days from the date of invoice.
- Product returns are subject to a 15% restocking charge (some exceptions apply).
- All Canadian product returns must be shipped to Ultra Seat's distribution centre in Edmonton, Alberta. All U.S. product returns must be shipped to Ultra Seat's distribution centre in Portland, OR.
- Upon inspection, trade account customers will receive bill adjustments for use against future purchases. Cash Sale returns will be refunded against the credit card used for the original purchase, or by cheque payable to the entity on the original bill of sale.

7. Miscellaneous

- Custom embroidery on seat cover kits require written authorization permitting Ultra Seat to digitize and/or use a trademark logo specifically for embroidering on seat cover(s).

8. Additional Fees (may apply)

- Restocking Fee: 15% restocking charge on product returns (some exceptions apply).
- Freight: Fee to ship product prepaid on Ultra Seat carrier account.
- Handling Fee: Ultra Seat delivers invoices by fax or email to the Customer contact provided when trade accounts are established. Invoices sent via postal mail will be subject to a \$2.00 handling fee per invoice. Invoices are included with the shipment on all cash sale transactions.
- Transaction Fee: All incoming wire transfers will be assessed a \$20.00 transaction fee.
- Refund Credit Balance on Account: Credit balances on account may be refunded by cheque issued to the account holder's name when requested in writing, less a \$20.00 administration fee.
- Interest on Account: We reserve the right to charge interest of 2% per month (24% per annum) on all outstanding account balances. Overdue accounts may be placed on hold and/or payment terms revised based on management's discretion.