



Standard Terms and Conditions of Sale

- 1. Terms.** The sale of goods or services by Valid Manufacturing Ltd. or any of its affiliates ("Valid"), is subject to these terms ("Terms"). These Terms override anything contained in or attached to any other document, email, agreement, purchase order, or invoice, or any verbal representations or warranties, unless any special terms are made in writing, specifically referring to these Terms and are signed by an authorized officer of Valid. No penalty clauses will be accepted by Valid unless approved in writing. In all other events these Terms govern any purchase order placed with Valid.
- 2. Quoted Prices.** Valid's quoted prices for goods and services are stated in writing at time of quote. If not specified, then Valid quoted pricing is valid for 30 days. Valid reserves the right to adjust the quoted price and delivery dates after 30 days or as per the quoted expiry date. All quoted and published pricing is excluding tax. At Valid's discretion, orders below \$200 are subject to a \$50 order surcharge.
- 3. Delivery.** Valid goods shipped under these Terms are EXW Valid's factory location in Salmon Arm, BC (INCOTERMS 2020). Title to the goods shall pass when risk passes to you. Risk of loss, or damage to goods, and any insurance in transit, are your responsibility. Actual delivery time will be subject to availability of logistic, order fulfilment and manufacturing capacity at the date of acceptance. Goods must be thoroughly inspected by you upon arrival and any claims must be submitted in writing to Valid within 10 days of receipt of order. Valid is not responsible for shipments that are not signed for as damaged upon receipt of goods.
- 4. Payment Terms.** Payment in full is required prior to delivery of goods or provision of services, or at its discretion, Valid will offer appropriate terms (net 15, 30, etc.) upon credit approval. Overdue accounts will be charged at a rate of 2% per month or portion thereafter. You agree to pay all reasonable legal expenses and agency commissions sustained by Valid in pursuit of any payment which is past due, on a full indemnity basis.
- 5. Cancellation.** Once an order is placed it can only be cancelled with written approval by Valid. You are responsible for all costs associated with the order at time of cancellation.
- 6. Changes.** Changes to orders after acceptance by Valid are only permitted by approval in writing by both parties.
- 7. Special Terms.** As applicable, it is your responsibility to handle, store, manage, maintain, use and operate (and in the case of products containing lithium-ion batteries, to also charge, discharge, and dispose of) all products in a safe manner, consistent with federal, provincial/state or local rules, recommendations and regulations, and manufacturer's recommendations. Valid disclaims all liability relating to the improper use of its products (including products containing lithium-ion batteries).
- 8. Returns.** All product returns require written consent. Upon approval by Valid, an RMA number will be initiated. No goods will be accepted without accompanying RMA number. Custom or modified products are not returnable. All returns are to be shipped prepaid by customer. Valid reserves the right to refuse returned product if it is not in re-sellable condition. Minimum re-stocking charge is 25%. Return policy is independent from Valid's warranty and service policies.
- 9. Limited Warranty.** Please refer to the warranty provided by Valid, for the goods shipped to you. If no separate warranty has been provided by Valid for your goods, then Valid warrants its goods to be free from defects in materials and workmanship for a period of 12 months from date of shipment from Valid's factory location.
Should any part of such goods be found, under normal use and service, during the warranty period, to be defective, Valid will repair or replace such goods at its factory location, provided (i) that Valid receives written notice of the defective product or part within the warranty period, (ii) such defective product or part is returned to that location by you on a prepaid freight basis no later than thirty (30) days after the expiration of the warranty period, (iii) that the Valid return material authorization (RMA) number, invoice number and your PO number are noted on the shipping container and (iv) that inspection of the original goods establishes the claim defect to the satisfaction of Valid in its sole discretion.
Valid provides no warranty with respect to components manufactured by others which are subject to the warranties of their respective manufacturers that are used in Valid's goods or sold by Valid. Should any such component, provided by Valid, fail within the manufacturer's warranty period, such component must be returned to Valid by you on a prepaid freight basis so it can be returned to the original component manufacturer's facility for evaluation and disposition.
- 10. Total Liability.** Valid's total liability and your sole remedy under this warranty is limited to repair or replacement subject to the conditions stated herein, and no allowance will be made for repairs, replacements and/or alterations unless made with Valid's prior written approval. These warranties are the sole and exclusive warranties, and Valid hereby disclaims any other warranties, express or implied, including without limitation any warranties of merchantability and fitness for a particular purpose. Valid's aggregate liability will not, under any circumstances, including contract or tort (including negligence), exceed the price paid by you for the goods or services in association with which the loss occurred. Valid will shall not, in any event, be liable for any special, incidental, consequential or indirect damages, loss of profits or revenues under these Terms.
- 11. Release.** You release, indemnify, defend and hold harmless Valid from any claims by a third party resulting from: loss, injury or damage due to your use or misuse of any product or service delivered by Valid, including any, blowout, fire, explosion, or release of effluent of any kind.
- 12. Errors.** Catalogues, online pricing or other written materials including quotes and price lists may contain errors and omissions and are subject to change without notice. Valid will not be liable for such errors or out of date literature.
- 13. Applicable Law:** These Terms are governed by British Columbia law.