



# Terms and Conditions

## Minimum Order or

**Release:** \$30.00.  
**Minimum Line Charge:** \$5.00.  
**Payment Terms:** Net 30 days to rated firms. No discount allowed. Others C.O.D.  
**Shipping Terms:** F.O.B. our plant, Toronto. Freight collect.

## Prices

Prices are based on quantities released at one time and are subject to change without notice. Prices quoted on any individual order may not be applicable to other orders. Goods will be sold at the prevailing prices at the time of order placement. Although it is a rare occurrence, for orders with extended delivery dates, it may be necessary to amend pricing during the life of the contract.

Goods quoted as being available from stock are subject to prior sale.

Clerical errors are subject to correction.

## Taxes

All taxes are extra.

The federal Goods and Services Tax (GST) is shown as a separate line item on all invoices. Our GST registration number is also shown on all invoices to facilitate your claiming of the Input Tax Credit.

For shipments delivered within Ontario: customers must hold a valid Ontario Provincial Sales Tax License number. Otherwise, Ontario PST is applicable on all orders.

## Delivery

We do try to stock the majority of items listed in our catalogue. Delivery dates are given in good faith and we make every effort to meet those specified dates. However, no liability can be accepted by Cords for failure of goods to arrive on a specified date or the consequences thereof. Please refer to the section on Lost or Damaged Shipments.

If, for some reason, we do not have stock of an item and you request us to bring it in on an urgent basis, we can arrange either a special ground or special air rush shipment for you. Additional charges do apply for these special shipments, and must be authorized by you in advance. Please discuss these charges with the salesperson handling your order.

## Shipments for Delivery Outside Canada

All duties, taxes and charges, if any, are the responsibility of the consignee. Please also refer to the section on Credit Terms.

## Credit Terms

For those accounts whose credit has not yet been established, we welcome C.O.D. orders. However, we are only able to offer this for shipments within Canada. For shipments outside Canada, terms must be established, or money must be received in advance.

We would be happy to investigate your credit references and set up a Net 30 days account for you, provided your company has been in existence for at least one year and the order totals \$100 or more. An application for credit may be found on our website or requested from any of our salespeople. Please note: we regret we cannot begin a credit investigation until we have your order in-house.

For your convenience, payment can be made by cash, cheque, bank draft, money order, bank transfer, VISA, MasterCard or PayPal (a secure online payment method. See [www.paypal.com](http://www.paypal.com)).

If an account is overdue, Cords reserves the right to withhold further deliveries until such time as the account is up to date, and/or to amend and/or revoke credit.

## Ordering Procedure

So we can give you the best possible service, please make sure your order includes:

- the shipping address, if different than the billing address;
- a valid purchase order number (if required by your company);
- designated shipping method;
- Cords' part number (and your part number, if any);
- an authorized signature.

At the time of your first purchase with Cords you will be assigned a customer (account) designation. By quoting this reference on all orders and inquiries, we can process them that much faster for you. If you don't know your designation, you will find it printed on every invoice, or our salespeople will be happy to advise you when you place your next order.

Confirmations of telephone, fax or email orders should be clearly marked as such in order to avoid accidental duplication of shipments.

## Scheduled and Blanket Orders/Releases

We are happy to accept scheduled or blanket orders. Our sales staff can assist you with scheduling your orders to get you the best possible quantity breaks. We would like to remind you that our prices are based on quantities released at one time, and that each schedule/release is subject to the minimums shown above.

## Penalty Clauses

Penalty clauses on customer's orders/contracts cannot be accepted unless a separate, specific, written agreement pertaining to that order is negotiated in advance and signed by an authorized official of Cords.

## Certificates of Compliance

If you require a certificate of compliance, NAFTA certificate or certificate of origin, **please advise us at the time you place the order.** If you have a specific format you wish followed, you should include a copy of it for us to fill out with each order/release. Certificates requested after the fact may be subject to a nominal processing fee.

## Short Shipments

Claim for shortage in an undamaged package must be made within two weeks from date of invoice and is subject to inventory and weight check by us. If not disproved, full credit will be issued.

## Lost or Damaged Shipments

Lost shipments are the liability of the carrier. Claims must be filed with the carrier.

Note for shipments sent via United Parcel Service: UPS will not begin a trace until five business days have passed. If you have not received your goods by that time, please contact our order desk to help initiate a trace or possible claim proceedings. UPS will only accept claim calls from the shipper.

Claims for loss or damage to goods in transit are between the customer and the carrier. If a package is received in damaged condition, your receiver should note this when signing for it. Claims are to be filed with the carrier and are the customer's responsibility.

## Cancellations

Orders are not subject to cancellation, change, quantity reduction or suspension except with our consent and upon terms which protect us from any losses.

As a general rule, orders for items specially purchased, manufactured or altered on behalf of the customer are **non-cancellable**. **Cancellation charges may apply** on orders cancelled after production has commenced, or if procurement commitments have been made by us on your behalf. However, we will assess each case individually.

## Returns

You must **request permission and receive a return authorization number** from us before returning any stock. Goods which are returned without prior authorization, or by carrier other than as instructed by Cords, risk being refused and returned at the customer's expense.

Any credit issued will be based on Cords' inspection and count. No credit will be given for goods no longer shown in our system or for soiled, used, damaged, mixed or otherwise unsaleable parts.

1. **Defective or incorrect shipments** must be reported within 30 days from date of invoice. When our inspection confirms the defect/fault, full credit (including return freight charges) will be issued.

2. **Goods incorrectly ordered by the customer** will usually be authorized for return. They must be returned prepaid within 30 days of the invoice date and in their original clean condition. A restocking charge of **25%** will be made, to a maximum charge of **\$100.00**.

3. **Goods returned for any reason after 30 days** from invoice date must be returned prepaid to us.

Credit will be issued at the **100,000 column price** (or the end column price, if there is no 100M column), less a **40%** restocking charge.

## Special Quotations

We would be pleased to help you by providing special quotations on custom parts, non-stock items and large volume purchases.

Since it is not practical to produce special parts in exact quantities, we reserve the right to **over- or under-ship by up to 10%**. Where closer control of quantities is required, buyer must specify.

Claims for **defective goods or material not as ordered** will only be accepted for return with our consent and credit or new material will be issued to replace it. Claims for shortages or defective/substandard goods must be made within 30 days; such goods will be held for Cords' inspection. The measure of claim for any such shortages or defective goods will be only the price paid. Claims for expenses incurred in the use or installation of such goods will not be allowed.

**Dies, tools, moulds, gauges, etc.,** are the property of the vendor and any charge for them represents only a portion of their cost and does not imply the right to remove them from the vendor's plant, nor does such charge impart any rights of ownership to customer.

## Samples

Cords is always pleased to provide an engineering sample for evaluation. Generally, this is mailed out at our cost. However, if you request it to be sent by an alternate method, you are responsible for the courier charge.

There may be exceptional situations when a sample charge will apply. Your salesperson will advise you at the time you make your request if a charge is applicable.