



## Terms and Conditions of Sale

### 1. **Title and Risk of Loss**

Title to all merchandise shall remain with **GTA Refrigeration Supply Inc.** until the invoice has been paid in full with legal tender. Delivery shall not be considered complete until such payment is received, regardless of any agreement concerning transportation charges. All transportation charges and the risk of loss or damage during transit shall be the sole responsibility of the **Buyer**.

### 2. **Taxes and Additional Charges**

Prices quoted do not include local, provincial, or federal sales, use, excise, or similar taxes. Any applicable taxes or governmental charges related to this transaction shall be added to the invoice and paid by the **Buyer**.

### 3. **Returns**

No merchandise may be returned without prior written authorization from **GTA Refrigeration Supply Inc.**, and all return shipments must follow the provided shipping instructions. Transportation charges and risk of loss for returned merchandise shall be borne by the **Buyer**. A minimum restocking fee of 20% of the invoiced price shall apply to cover handling and administrative costs.

### 4. **Delivery and Installments**

Unless explicitly stated otherwise, **GTA Refrigeration Supply Inc.** reserves the right to make deliveries in installments. Each installment shall be separately invoiced and payable without regard to subsequent deliveries. The **Buyer's** failure to pay for any installment when due shall excuse **GTA Refrigeration Supply Inc.** from fulfilling further deliveries. Any delay in one installment shall not relieve the **Buyer** from the obligation to accept and pay for remaining installments.

### 5. **Late Payment and Collection Fees**

Invoices not paid in accordance with the stated terms shall be subject to a late charge of 2% per month (or part thereof) on the unpaid balance. In addition, the **Buyer** shall be responsible for all collection costs, including legal fees equal to 20% of the unpaid balance.

### 6. **Warranty and Limitation of Liability**

**GTA Refrigeration Supply Inc.** shall be liable solely to the extent of honoring the original manufacturer's warranty on defective merchandise, provided written notice of such defect is received within the applicable warranty period. Under no circumstances shall **GTA Refrigeration Supply Inc.** be liable for labor charges, processing costs, loss of profit, loss of goodwill, or any indirect, incidental, or consequential damages arising from defective goods, late delivery, or non-delivery.

### 7. **Disclaimer of Warranties**

EXCEPT AS EXPRESSLY SET FORTH HEREIN, THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THE INVOICE. **GTA REFRIGERATION SUPPLY INC.** MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

### 8. **Force Majeure**

**GTA Refrigeration Supply Inc.** shall not be liable for any delay or failure to perform its



obligations due to causes beyond its reasonable control, including but not limited to war, revolution, strike, epidemic, fire, hurricane, flood, embargo, governmental action, or any other force majeure event, whether similar or dissimilar to the foregoing. In such cases, deliveries shall be suspended without liability.

9. **Modifications**

No modification, termination, or waiver of any provision of this contract shall be effective unless made in writing and signed by an authorized representative of **GTA Refrigeration Supply Inc.** This agreement may not be modified orally.

10. **Governing Law**

This contract shall be governed by and construed in accordance with the laws of the **Province of Ontario**, without regard to its conflict of law principles.