

General Terms Agreement

These General Terms and Conditions apply to all quotations and agreements made between DECORAPORT (as the Seller) and the BUYER unless otherwise stated.

QUOTATION

1. All quotations made by DECORAPORT are without engagement and can be withdrawn at any time, and it is valid for **14 days** from the date of quote unless otherwise noted.
2. All quotations are based on “**DDP (Delivered Duty Paid)**” International Commercial Term which includes:
 - ◆ **Price of Goods;**
 - ◆ **Cargo Insurance;**
 - ◆ **Freight** (all transportation expenses to deliver the goods from the manufacturer to the Buyer’s designated destination);
 - ◆ **Import Duty;**
 - ◆ **Import Customs Clearance;**
 - ◆ **DECORAPORT’s Commission;** and
 - ◆ **GST** (Goods & Services Tax) and **PST** (Provincial Sales Tax) or **HST** (Harmonized Sales Tax) required under applicable laws and regulations.

PAYMENT

1. **Non refundable deposit of 50%** of the quote is payable with check or money transfer to “Decoraport International Ltd.”
2. The **last 50% payment** is payable within **3 working days** upon written notification from DECORAPORT when the goods are manufactured and ready to ship from the manufacturer.

DELIVERY LEAD TIME

1. The Estimated Delivery Period is approximate and estimates. Shipment of the goods is specifically conditioned upon:
 - (a) Prompt receipt of all payments and all necessary information from BUYER
 - (b) Punctuality of International and Domestic freight. They may be affected by factors over which DECORAPORT has no control, including misdelivery or nondelivery of a cargo, the later departure or arrival of a cargo or the arrival of damaged cargo by the carrier, customs delays, customs inspection, force majeure incidents and unexpected restrictions.
2. DECORAPORT shall not be liable for any damages including but not limited to loss of profits or income incurred as the result of delay of arrival or delivery time.

SHIPPING

1. The default shipping method is “**DDP (Delivered Duty Paid)**” to door (pallet to be returned) which the goods will be delivered directly to the BUYER’s designated destination.
2. The BUYER may choose an alternative shipping method “**Warehouse Pickup**” where he/she collects the goods from DECORAPORT’s warehouse at his/her own cost. The goods will be held at DECORAPORT’s warehouse without charge for **3 calendar days** (excluding non-business days, and legal holidays), computed from the first 8:00a.m. following notification to the BUYER of the arrival of the shipment (“Free Time”).
3. After the expiration of such Free Time, DECORAPORT will continue to hold the goods and charge the BUYER for a daily storage fee of **CAD\$2.00** per cubic meter.
4. Warehouse Pickup or delivery service will be provided during normal business hours (Monday-Friday 09:00-17:00) only.
5. Delivery service will not be provided to any address not directly accessible to vehicles or where it is impractical to operate a vehicle.
6. For delivery service, DECORAPORT will unload the delivered goods (with pallet) onto the BUYER’s Loading Dock, pallet to be returned by the BUYER.
7. Should a Tailgate Truck needed by the BUYER, additional charges of **CAD\$85/truck** will be imposed.
8. The BUYER is responsible for loading the goods to his/her truck at DECORAPORT’s warehouse under Warehouse Pickup mode. Pallet to be returned by the BUYER.

INSPECTION UPON DELIVERY

1. The BUYER must inspect the goods upon arrival in the warehouse or delivery at the BUYER’s designated destination in order to determine whether the **correct number of conforming goods arrived without damage**. The goods are deemed to be defective free and fully accepted by the BUYER after signing the delivery receipt.
2. Document any discrepancies on the delivery receipt before accepting and signing for the goods. The BUYER must notify DECORAPORT within 24 hours after delivery of any claim that the goods do not conform with the terms of the agreement.

RETURN & REFUND

1. All items sold are not returnable nor refundable in any circumstances.
2. Goods are not exchangeable after BUYER’s inspection upon the delivery.

LIMITED WARRANTY

1. DECORAPORT warrants that the goods will be free of manufacturing defects at the time of delivery. Limited Warranty period is varies by product and will be specified separately in the quotation.
2. The following events are not covered by the warranty:
 - ◆ unsuitable or improper use and/or handling of the goods;
 - ◆ incorrect assembly or installation of the goods by the buyer and/or any third party;
 - ◆ fair wear and tear;
 - ◆ lack of maintenance and/or adequate care;
 - ◆ repair or attempted repair of the goods by the buyer and/or any third party; or

Should any of the above events listed occur, the warranty will be automatically invalidated. For a valid warranty, DECORAPORT may provide replacement parts at no charge, or at its option, replace any product or part of the product that is deemed defective. Labor charges for removal of or installation of warranted material as well as incidental or consequential damages are excluded.

FORCE MAJEURE

1. Force majeure means circumstances that make performance of the obligation impossible or unreasonably complicated and cannot be attributed to DECORAPORT. Such circumstances can include strikes, fire, extreme climatic conditions, government measures, pests and diseases together with defects in the materials supplied to DECORAPORT.
2. DECORAPORT will inform the BUYER as soon as possible if it is unable to deliver or to deliver in time due to force majeure.
3. If the force majeure lasts longer than 60 days, both parties will be entitled to dissolve the agreement. In that case DECORAPORT will not be required to pay any damages.

APPLICABLE LAWS

1. All agreements between DECORAPORT and the BUYER are governed by the laws and regulations of Canada.