



Cobra Anchors Co. Ltd.
8051 Metropolitan Blvd. East
Montreal, QC, Canada, H1J 1J8
Tel.: (514) 354-2244 – Fax: (514) 354-2535

TERMS AND CONDITIONS CANADA

Effective date: January 1st, 2009

PAYMENT TERMS

- 1% - 10 days / Net 30 days from the date of invoice.
- Any invoice beyond 60 days which remains unpaid is subject to the assessment of a finance charge.

PRICING INFORMATION

- All pricing and discounts are subject to change without notice.
- In the case of a price change, the applicable price will be the one effective at the time of delivery.
- The list retail prices are suggestions only, and it remains the responsibility of each retailer to individually establish prices at which products are to be sold.

MINIMUM ORDER

\$100.00 Net.

RETURNED GOODS POLICY

- No merchandise is to be returned without a prior written authorization by COBRA ANCHORS CO. LTD. (RGA#)
- Goods must be current catalogued items.
- Transportation charges must be paid by the buyer and the materials must be returned in original boxes. If COBRA ANCHORS CO. LTD. determines the product to be defective, the buyer's account will be credited, including the amount of the associated freight charges.
- Returned materials for credit or exchange are subject to a 20% restocking fee.
- Credits for returned merchandise will be made at the original invoice prices.

SHIPMENT TERMS

All transportation charges are prepaid from our warehouse to one destination in Canada on packaged orders of \$1,000.00 in Quebec and Ontario. \$1,500.00 in Manitoba and Saskatchewan, and \$2,000.00 anywhere else in Canada.

TITLE AND RISK OF LOSS

Risk of loss passes to the customer upon our delivery of merchandise to the carrier. We will file freight claims as a service to them if we receive a written notice within 30 days from date of invoice specifying:

- 1) Listing of items short or damaged.
- 2) Refer to purchase order and invoice number.
- 3) In the case of damaged goods, a copy of the carriers inspection report.

Until payment is made in full by the retailer or the buyer of the product, title to the product shall remain under COBRA ANCHORS CO. LTD.

WARRANTY AND LIMITATION OF LIABILITY.

- All warranties of COBRA ANCHORS products and authorized repair thereof, express or implied, including warranties of merchantability and fitness for particular purposes, are specifically excluded except the following:
 - COBRA ANCHORS CO. LTD will repair or replace any COBRA products which, within six months after sale by COBRA or its retailer, is found by COBRA ANCHORS to be defective in material or workmanship, normal wear and tear excepted.
- This is the sole warranty of COBRA and the only solution available to retailer or buyer. COBRA ANCHORS CO. LTD shall not be liable for any injury, loss or damage, direct, indirect, incidental or consequential, arising out of the use of, or the inability to use, any COBRA product.

ADDITIONAL TERMS

- COBRA ANCHORS CO. LTD offer of sale, as set forth herein, as well as the customer's acceptance thereof by purchase, shall be limited strictly to these terms and conditions, which shall constitute the full agreement between the parties.
- Venue shall be in Montreal, Quebec, Canada for any actions taken under these terms.
- COBRA ANCHORS CO. LTD. reserves the right to modify any information without prior notice. Please contact your customer service representative.
- It is the responsibility of the customer to advise COBRA ANCHORS CO. LTD on all missing or short-shipped product delivered. The customer must advise COBRA ANCHORS CO. LTD within five (5) working days of the reception of the goods.