



Terms and Conditions

1. **GENERAL:** The terms and conditions outlined in this quotation and Purchase Agreement ("Quotation") shall apply to sale by J & J Trailers Manufactures and Sales Inc. ("Manufacturer") and ("Seller") of products, services and parts ("Product") to the customer ("Purchaser"). Purchaser accepts this Quotation by signing where indicated or by delivering to Seller a purchase order incorporating all the terms and conditions of this Quotation. Written acceptance of this Quotation or written acknowledgment confirming receipt of purchase order by Seller will constitute an agreement binding on both parties. These terms will not be change by inconsistent terms printed on Purchaser's order form.
2. **F.O.B. POINT, TITLE:** All Equipment is sold F.O.B. J & J Trailers Toronto, Ontario, unless otherwise specified in the Quotation, and Manufacturer's responsibility ends on delivery to the carrier. Title to all Product and risk of loss and damage will pass to Purchaser on delivery to carrier.
3. **PAYMENT:**
 - a. 15 to 20% down payment is required for all new standard orders of any kind.
 - b. 35 to 40 % down payment is required for all new Customized orders of any kind.
 - c. Net to be paid with certified cheque or bank draft at or before delivery / or pick up unless specified other wise in quotation.
 - d. Any Credit Card charges will be subject to 3% credit fee. The credit card fee may be reduced or waived at J & J Trailers' discretion.
 - e. An interest rate of 2% per month (26.8% per annum) will be charged on overdue accounts.
 - f. The Purchaser hereby acknowledge that in the event of his/her default in any payment, J & J Trailers Manufacturers and Sales Inc. has the right to place a lien on the vehicle, trailer, parts, product and/or equipment under repair and storage lien act for any unpaid portion of total charges. The Purchaser also hereby authorize J & J Trailers Manufacturers and Sales Inc. or its agent to take possession of the said vehicle, trailer, parts, product and/or equipment and for such purpose J & J Trailers Manufacturers and Sales Inc. or its agent may enter on the Purchaser premises without notice.
4. **INSPECTION:** The Customer certifies that by receiving and paying for the purchased trailer, parts, service and/or product, indicates that he has inspected the vehicle, trailer, parts, product and/or equipment and he is satisfied that the above labour and materials have been performed and installed and was authorized by him, her and/or his representative.
5. **TIRE STEWARDS FEE:** As of September 01, 2009, J & J Trailers is required to charge the "Ontario Tire Stewardship Fee" on all tires sold plus applicable taxes. This Fee is also, applicable to all tires supplied and/or installed on purchased trailers.
6. **STORAGE, UNPAID BALANCE:** Purchaser will have 21 days from completion of the Product to take title and delivery. After the 21 day period and at the sole discretion of the Manufacturer, storage fees will be assessed at the rate of \$200 per month for the first two months and \$400 per month thereafter (prorated). In addition, interest on any unpaid Product balance will be computed at the rate of 2% per month (26.8% per annum).
7. **SECURITY AGREEMENT:** A security interest in the Product will be retained by Seller, regardless of mode of attachment to realty or other property, until full payment has been made to Seller. Purchaser agrees to complete a PPSA "Personal Properties Security Act" filing if requested by Seller. At Seller's discretion, warranty claims may be denied until full payment has been received from Purchaser.

Manufacturing, Sales, Service & Parts East End:

345 Finchdene Square,
Scarborough, Ontario M1X 1B9
North of Finch Avenue, East of Markham Road
Phone #: (416) 298 - 4482 / (877) 294 - 4482
Fax #: (416) 298 - 4480

Sales, Service & Parts West End:

298 Bridgeland Avenue,
North York, Ontario M6A 1Z4
South of 401 - West of Dufferin St.
Phone #: (416) 785 - 4482
Fax #: (416) 785 - 4483



8. **SHIPMENT DATE:** For custom built Product, the estimated date of shipment is computed from the date the entire deposit is received by Manufacturer. The estimate is based on the engineering and manufacturing schedule currently in effect and is subject to change as a result of events beyond Manufacturer's reasonable control. Such events shall include without limitation, acts of God, strikes or labor disputes, acts, laws, rules or regulations of any government or government agency, fires, floods, delays or failures in delivery of carriers or suppliers, shortages of materials and any other cause beyond Manufacturer's control.
9. **TAXES:** Pricing does NOT include any present or future federal, provincial or local taxes that may result from this transaction, all of which will be paid by Purchaser. If Seller is responsible for collecting and paying taxes, they will be itemized separately to Purchaser.
10. **WARRANTY:**
 - a. Manufacturer warrants to original Purchaser that the Product will be free from defects in material and workmanship for a period of three (3) years prorated major structure only, Two (2) years limited and prorated on paint and one (1) year on Non consumable parts from date of pick up/delivery/shipment.
 - b. Specific deviations from the warranty include axle alignment, tires and brake shoes which are warranted for defects in material and workmanship for a period of 3 months from date of shipment.
 - c. All wheels must be re-torqued after 100km. Any damage to tires and rims due to non torqued wheel nuts, over inflation, under inflation or puncture is not covered under warranty.
 - d. Specific exclusions to the warranty include damage as a result of accident, misuse, fire, negligence, environmental factors, improper maintenance or improper machine application. In addition, the effects of corrosion and erosion are specifically excluded.
 - e. Paint warranty does not include any defects because of loading/unloading, scratches, dents, accidents, snow removal salt and/or chemicals, misuse, the effects of paint removal chemicals/solvents, washing with not approved/compatible chemicals to paint material and any other source of paint damage chemicals/abrasives...etc.
 - f. Manufacturer's obligation under this warranty is limited to repair or replacement of parts that are determined by Manufacturer to be defective.
 - g. Replacement parts may be new or factory refurbished at Manufacturer's discretion.
 - h. Use of parts other than those specified by Manufacturer may be cause for invalidation of the warranty.
 - i. All parts replaced under warranty shall become the property of Manufacturer.
 - j. This warranty does not include normal wear parts such as, but not limited to, tires, brake shoes, brake drums, filters, belts, hoses, seals, brushes, consumables or parts damaged. Modification of the Product by Purchaser may void warranty in full or in part at the sole discretion of Manufacturer.
 - k. Purchaser shall not operate any Product that is considered to be defective without first notifying the Manufacturer in writing of its intent to do so. Any such use of the Product will be at the Purchaser's sole risk and liability.
 - l. Seller may, at its discretion and expense, modify and/or specify additional warranty terms in the Quotation. Manufacturer makes no other warranty or representation of any kind, express or implied, and all implied warranties of merchantability and fitness for a particular purpose with respect to the Product are disclaimed.
 - m. Used trailers, equipment, parts and/or products are subject to very limited 30 days warranty that is determined by J & J Trailers "Seller" and sold on "as is" condition.
11. **WARRANTY CLAIMS:**

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CUSTOMER - QUALITY - SERVICE

- a. All warranty claims, must be evaluated by J & J Trailers “Seller” prior to issuing a RMA “Return Material Authorization”, refund or any repairs are performed.
 - b. Purchaser must contact Seller and issue a purchase order and/or credit card for any products that must be returned to Manufacturer.
 - c. Seller will issue an RMA “Return Material Authorization” number which must be prominently displayed on the outside of the return package containing the warranted parts.
 - d. All parts must be shipped to Manufacturer within 14 days of Manufacturer's shipment of warranty replacement parts or Seller may, at its discretion, invoice or charge against the purchase order or credit card previously issued by Purchaser.
 - e. At the sole discretion of the Manufacturer, warranty parts not shipped within the 14 day period may not be accepted for return. On receipt of returned warranted parts, Seller will void purchase order issued by Purchaser.
 - f. With the exception of large or heavy items, most warranted parts are shipped at Manufacturer's expense for second day receipt by Purchaser; however, Purchaser may elect to pay the difference in cost between second day and the priority shipment method they choose. PURCHASER is responsible for shipping costs of returned items.
12. **LIMITS OF LIABILITY:** Manufacturer will not be liable for any incidental, consequential or similar damages resulting from any defect or failure of any item manufactured or supplied by Manufacturer including, but not limited to, damage or injury to persons or property, labor costs, lost revenue or profits or expenses of delay. Manufacturer's sole liability is limited to its liability under the warranty.
13. **CANCELLATION:** If Purchaser cancels its order without Manufacturer's prior written consent, Manufacturer will be compensated for Product in process. Purchaser will pay Manufacturer its actual costs and overhead expenses determined in accordance with generally accepted accounting practice, plus 25%.
14. **APPLICABLE LAW, SEVERABILITY:** The laws of the province of Ontario will apply to this Quotation and any subsequent agreement. To the extent any provision or clause in this Quotation or subsequent agreement is prohibited by any law or is deemed unenforceable, such prohibition or unenforceability will not invalidate any of the remaining provisions or clauses in this Quotation or any subsequent agreement.
15. **PURCHASER'S USE:** Purchaser is responsible for ensuring that all personnel are informed of and practice all safety requirements and standards applicable to the Product and are in compliance with all applicable codes, ordinances, regulations, laws and general standards of safety and care.
16. **CONFIDENTIALITY:** The Purchaser agrees that any design, Know how, technology, trade secrets or any other information that may be obtained or gained during the course of the purchase from J & J Trailers, is for the use of the individual or entity to which it was addressed and contains information that is **PRIVILEGED** and **CONFIDENTIAL**. The information is private and owned by J & J Trailers and is protected by law. You are hereby notified that any disclosure, copying, distribution or the taking of any action in relation to the contents of this information is strictly prohibited.
17. **ENTIRE AGREEMENT:** The terms and conditions, prices and specifications in the Quotation constitute the entire agreement and it is understood that representations outside of this Quotation will not be binding on either party unless agreed in writing. This Quotation will remain valid for thirty (30) days.

Last Updated: July 02, 2014

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