

Terms and Conditions

1. These terms and conditions supersede all terms and conditions contained in all previous quotations, orders and agreements oral or written, and shall be the sole terms and conditions governing the relationship between Buyer and Trimay® Wear Plate (Trimay®). Under no circumstances shall Trimay® accept any different or additional terms or conditions, whether contained within a purchase order supplied to Trimay® Wear Plate by Buyer, or otherwise unless Trimay® expressly agrees to such other or additional terms in writing. This Acknowledgement of Buyer's order shall in no way be construed as the acceptance by Trimay® of any other or additional terms and conditions contained in Buyer's purchase order or other document.
2. "Item" or "Items" as used herein means any goods or material to be supplied or manufactured as more specifically described in the Acknowledgement.
3. The prices stipulated in this Acknowledgement are based upon production of the total quantity specified and are based on current costs of materials. Orders are not subject to cancellation; alteration or suspension of orders shall be paid for by Buyer. Shipping dates given prior to shipment are estimated only Buyer shall pay for extra Labor costs incurred by Trimay® Wear Plate to expedite Buyer's order if any Item requires expedited handling. Trimay® shall not be liable for delays resulting from causes beyond its reasonable control, such as strikes, slowdowns, fire, failures or delays of its sources of supply of raw materials, floods, accidents, embargoes or other conditions that are beyond Trimay® control. Trimay® shall not be liable for any indirect or consequential or special damages on account of any such delay. Trimay® shall have the right to invoice Buyer for special crating or shipping charges necessary to accommodate Buyer's instructions. Any taxes which Trimay® is required to pay and which are paid by Trimay® existing or future statute, regulation, by-law or levy with respect to the sale, delivery, storage, processing, use consumption or transportation of any of the Items referred to in this quotation, shall be for the account of the Buyer.
4. Any portion of an account rendered by Trimay® that remains unpaid following the time required for payment shall bear interest at the rate of 26.82 % annum. Trimay® reserves the right to stop work on, or withhold delivery of the Items if Buyer fails to make any payment as and when required by Trimay® either under the provisions of this agreement or any other agreements between Buyer and Trimay®. Trimay® may require security from Buyer in a form satisfactory to Trimay® before proceeding or continuing with the manufacture or delivery of any items referred to in this Acknowledgement.
5. Where Buyer has specified the Item either by name or by quality or has stipulated specifications without indicating the intended use or operating conditions of the Items, Trimay® assumes no responsibility for the performance of the Item or suitability of the Item for the purpose to which it has been put. Unless the Item is shown to be defective in material or workmanship or it fails to conform to the specifications stipulated by Buyer, or in the event that Buyer has otherwise provided sufficient detail to Trimay®, setting out the requirements as to the intended use and operating conditions of the Items, in such detail as to constitute an adequate basis for selecting materials and any Items supplied thereunder fails to conform to the specifications, or fails to perform to specification or in accordance with its intended use as disclosed to Trimay®; in either of the foregoing events Trimay® sole obligation to Buyer in respect thereto shall be either the repair or replacement of the Item, or at Trimay® sole discretion, refunding of the purchase price of the Item in question. There shall be no additional warranties, either express or implied, whether implied under the provisions of any applicable statute or otherwise, other than what is expressly set forth in these terms and conditions. Trimay® shall not be responsible for the performance of the Items where the Items are manufactured to Buyer's own design specifications or instructions. All Items claimed to be defective or that are claimed, not to be in conformance to specifications shall be held subject to inspection by Trimay®. Claims for shortages must be presented within 30 days after delivery of Items or such claims will not be allowed. The acceptance of shipment by common carrier shall constitute delivery to Buyer and Trimay® shall not be liable or in any way responsible for any loss or damage that occurs in transit, or any consequential losses or damages to Buyer resulting therefrom, however such losses or damages may be caused.
6. Trimay® shall not under any circumstances whatsoever be liable to Buyer for the loss of use of any defective Item, or for the loss of use of any other property of Buyer which occurs as a result of any defective item, nor shall Trimay® be liable to Buyer under any circumstances whatsoever for the loss or destruction of or damage to any real or personal property whatsoever, however caused, or economic or other loss of any kind or nature whatsoever, whether arising directly or indirectly out of the design manufacture, delivery installation, use maintenance, repair or operation of any part or all of the Items supplied hereunder, and whether as a result of the negligence of Trimay®, or any of its agents, independent contractors, subcontractors, officers, directors or employees, or otherwise.
7. Where the items are purchased by Buyer for resale either as provided by Trimay® or to be incorporated by Buyer into some other product or structure, Buyer shall incorporate the terms and conditions contained herein in its agreement with its own buyer (the "Resale Buyer"). Buyer shall indemnify and save Trimay® and its officers, directors, employees and shareholders harmless from any loss, damage, expense, claims, suits, liability or injury which exceeds the limits of Trimay® liability as specified under these terms and conditions (including legal fees on a solicitor and his own client basis), resulting from any action or proceeding commenced by the Resale Buyer against Trimay® following the resale of any Item to Resale Buyer.