



Terms & Conditions

APPLICATION OF TERMS AND CONDITIONS

The following terms and conditions of sale ("Terms and Conditions") govern the sale of truck and van body products, trailer barbeques, shipping containers, cabs, and any and all other custom fabricated or distributed products sold by Nortruck Manufacturing & Distributing Ltd. ("Nortruck") to and for customers in Canada, the USA and the all other countries and territories worldwide ("Customer"). By providing a deposit, issuing a purchase order or in any way confirming the acceptance of a sales quotation or estimate from Nortruck, Customer agrees to be bound by and accepts these Terms and Conditions. Certain additional terms may accompany specific products and these shall also apply. Nortruck reserves the right to amend these Terms and Conditions without prior written notice at any time, at Nortruck's sole discretion, and the most current version of the Terms and Conditions will appear at all times on the Nortruck website. These Terms and Conditions supersede any previous written or oral communications or representations by either party related to the products ordered and may not be amended by Customer without prior written consent of Nortruck.

CUSTOMER AGREES TO HOLD HARMLESS AND INDEMNIFY NORTRUCK FROM ANY AND ALL ACTIONS, SUITS, JUDGMENTS, DEBTS AND LIABILITY CLAIMS ARISING FROM THE USE, OPERATION, INSTALLATION AND MAINTENANCE OF ANY PRODUCT PURCHASED FROM NORTRUCK.

NORTRUCK IS NOT LIABLE FOR ANY LOSSES INCURRED BY CUSTOMER AS A RESULT OF ANY DELAYED DELIVERY OR INSTALLATION SCHEDULES. NORTRUCK IS NOT LIABLE FOR ANY FAILURE OF A REGULATORY AUTHORITY TO PASS ANY OF ITS PRODUCTS, OR THE INSTALLATION THEREOF, UPON INSPECTION.

TAXES

Prices quoted do not include applicable federal and provincial or state taxes, and Nortruck will add the appropriate sales tax to each order based on where the product is shipped and the sales tax rates in effect at the time of shipping. Customer is responsible for all sales, use, goods and services, harmonized sales, and other taxes associated with any order.

TYPOGRAPHICAL ERRORS In the event a product is quoted at an incorrect price or with incorrect information due to typographical error or error in pricing or product information received from our suppliers, Nortruck shall have the right to refuse or cancel any orders placed for product listed at the incorrect price. Nortruck shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and Customer's credit card charged. If Customer's credit card has already been charged for the purchase and Customer's order is cancelled, Nortruck shall immediately issue a credit to Customer's credit card account in the amount of the charge.

CHANGES AFTER ORDERING

Changes to the specifications requested by Customer after order are subject to approval by Nortruck in writing. In the event of any such change, Nortruck shall be entitled to revise its price and delivery schedules to reflect such change. Nortruck will promptly inform Customer, in writing, of price and delivery impact and Nortruck will only make such changes upon receipt of written approval from Customer. Changes in scope, design or function requested by the Customer that impacts Nortruck's scheduling, may incur a minimum interrupt charge of \$500.00 for scheduling costs to Nortruck per incident. If Nortruck requests information from Customer to continue the job, the Customer agrees to provide information in a timely manner as not to impact the production schedule of Nortruck.

TITLE AND RISK OF LOSS OR DAMAGE

Title and risk of loss to all products will pass to Customer, and acceptance will occur, upon shipment or pick up from Nortruck's facility.

DEPOSITS

All deposits are non-refundable unless Nortruck chooses, in its sole discretion, to cancel a Customer's project.

INVALIDITY OF PROVISIONS

If any of these terms and conditions are held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining terms and conditions shall not in any way be affected or impaired thereby.

GENERAL

Customer agrees and represents that it is buying products from Nortruck for its own use and not for resale or for any commercial purposes other than in its own business.
