

TERMS AND CONDITIONS

1. <u>Minimum Order Amount</u>: The minimum order amount, before tax and freight, is \$150. A \$25 administrative fee will apply to orders under \$150.

2. Service Policy

- A. **Products in stock**: Most of the products in stock can be shipped the same day provided the order is entered in our system before 3:00 pm. Orders entered in our system after 3:00 pm will be shipped the following business day.
- B. **Products that are not in stock**: The shipping date for products that are not in stock will be confirmed by Médiatech within 24 to 48 hours from receiving the order.
- 3. <u>Method of Payment</u>: Médiatech accepts MasterCard and Visa credit cards, company cheques and cash.
- 4. <u>Credit Policy</u>: All orders are subject to credit approval. Any overdue account will hinder the shipment of new orders. An annual minimum purchase of \$5,000 is required to be entitled to a credit line.
- 5. <u>Products in Stock</u>: Médiatech stocks specific products based on order history and forecasts. When an unusually large amount of a specific product is ordered, inventory shortages may happen. Médiatech is committed to make every effort to find the product and to ship it as expeditiously as possible.

6. Product Return

- A. Médiatech Error: A full credit, including freight, will be granted.
- **B.** At Customer's Request: All of the following conditions must be met:
 - The request is placed within 30 days of purchase;
 - It is a regular product;
 - <u>The customer has filled out and submitted the « Return Merchandise Form »</u> <u>available on our website by clicking the "RETURN" button located in the upper</u> <u>right hand corner of every page: http://www.mediatech.ca/?return&lang=en;</u>
 - Freight and at least 20% of the price of the non-damaged returned merchandise will be billed to the client.

Arrangements to return merchandise must be made in advance through Médiatech's Customer Service. Returns made without prior approval will be refused. Once you have submitted a "Return Merchandise Form", available on our website (<u>http://www.mediatech.ca/?return&lang=en</u>), Customer Service will give you a Return Material Authorization (RMA) number. This RMA number **must appear** on all shipping documentation and returned merchandise.

Transportation for returned merchandise must be arranged for and paid by the client. Upon receipt, Médiatech will inspect merchandise for defects. If merchandise is deemed defective, Médiatech will issue full reimbursement of freight and merchandise.

7. Ownership of Products in Transit

Title passes to the buyer as soon as the carrier picks up the shipment at the Médiatech dock. The delivery of the merchandise is then the buyer's responsibility. It is Médiatech's responsibility to package the goods so that they can withstand normal handling and transportation. In the event of failure to deliver the shipment or damages due to mishandling, the buyer is responsible to make claim against the carrier. In such cases:

- a. Do not return material to Médiatech immediately.
- **b.** Upon delivery, make notation of the damage on the carrier's shipping document.
- **c.** Notify the carrier immediately and ask for guidance in processing your claim. Some carriers will not inspect the damaged goods unless the value exceeds the carrier's predetermined amount.

If the merchandise is lost or partially delivered, notify Médiatech's Customer Service who will submit a tracking request to the carrier. If the carrier is unable to trace or deliver the shipment within a reasonable time, the client will have to file a claim against the carrier. If the client requires copies of Médiatech's shipping documents, he can contact Médiatech's Customer Service.

8. Product Warranty

Médiatech warrants – for a period of six months from the purchase date – products that are compliant with their current technical literature and that are free of defects in manufacturing and workmanship. NO OTHER WARRANTIES APPLY, EXPRESSED OR IMPLIED, IN CONNECTION WITH THE PURCHASE OF ANY PRODUCTS FROM MÉDIATECH, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. Any product that is found defective, within six months from the date of sale by Médiatech, will be replaced or credited, at Médiatech's discretion, upon receipt of a written notice and product samples by Médiatech's Customer Service within the prescribed time. IN NO EVENT WILL MÉDIATECH BE RESPONSIBLE FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGE NOR FOR ANY CLAIM IN EXCESS OF THE PURCHASE PRICE OF PRODUCTS TO WHICH THE CLAIM RELATES, WHETER THE PRODUCTS ARE DELIVERED OR NOT. The above warranty represents the sole remedy of the client for any defective products sold by Médiatech.

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