



## TERMS AND CONDITIONS

(For business done in Canada)

226, Roy Street  
St-Eustache (QC) J7R 5R6  
Phone: (450) 623-2580  
Fax: (450) 623-5356

<b>1. TERMS OF PAYMENT</b>	All orders are subject to credit approval. New accounts will be required to prepay their first order. All other orders are NET 30 days upon delivery date. TRAFIC reserves the right to claim a monetary deposit on any purchase order. No monetary holdback will be accepted.  For specific equipment orders, final payment will be required prior to shipping and a monetary deposit may be requested with the purchase order.  TRAFIC reserves the right to decline any request for opening an account. The opening of a new account does not tie TRAFIC to the obligation to sell any merchandise or provide any service to the customer. At any time, TRAFIC can cease to provide a service or to sell merchandise even if the said service or merchandise have been ordered, and this, without prior notice.
<b>2. ADMINISTRATION FEES</b>	Administration fees of 18%, calculated monthly, will be applied to any past due invoice from the due date to the full payment of the owed capital and interest.  A \$45 fee will be charged for any NSF or cancelled cheque.
<b>3. CREDIT INFORMATION</b>	Customer authorizes TRAFIC to carry out a credit inquiry on his behalf and therefore authorizes any third party to communicate such information verbally or in writing to TRAFIC. This authorisation is granted from the date of the request for opening an account and remains in effect until the business relationship between the customer and TRAFIC is terminated.
<b>4. PRICING AND QUOTATION</b>	Quotes shall be considered firm for sixty (60) days. F.O.B. TRAFIC. All applicable taxes are included, unless specified.
<b>5. ORDER PROCESSING</b>	An order is considered process once all required information has been received by TRAFIC: address of delivery and contact information for the person responsible for receiving the merchandise.
<b>6. MODIFICATION/ CANCELLATION / HOLD OF AN ORDER</b>	Any changes to an order must be confirmed in writing (fax or email). A new quote will then be submitted for approval and a new order will be issued.  Any hold request for an order already process must be submitted in writing. The customer will be charged for the costs that may have been incurred at that point and said charges will be bound to the present terms and conditions.  Cancellation of an order shall be subject to review of costs that may have been incurred and said costs shall be invoiced to the customer with an additional 20% administration fees.
<b>7. STORAGE FEES</b>	All delivery hold requested by the customer due to installation schedule delays, site not ready, etc. shall be invoiced five (5) days after the order is completed. Storage fees of 24% per year, calculated monthly, will be applied on all merchandise waiting to be delivered for every delivery hold issued by the customer.
<b>8. PENALTIES</b>	When delivery fees are paid by TRAFIC, the customer must ensure that all merchandise be unloaded at delivery point within 30 minutes. Any additional delays at loading dock shall be billed to the customer at a rate of \$50 per half-hour.
<b>9. BLANKET ORDERS</b>	Blanket orders placed for disposition by releases shall only be valid for six (6) months following the date of order. All outstanding stock will be charged at the end of this term and shipped to the customer's storage location if provided or stocking charges will apply.
<b>10. MERCHANDISE RETURN</b>	Any merchandise returned for credit must be shipped prepaid. Credit will only be issued if the return has been pre-authorized by a TRAFIC's representative prior to shipping and the request has been made within ten (10) days from the delivery date. Unauthorized returns and collect shipment will be refused. The invoice number must be included on all return requests. If applicable, outgoing transport expenses, cancellation charges and restocking charges will be deducted from credit.
<b>11. OWNERSHIP</b>	All goods and products sold remain the property of TRAFIC until full payment of the invoice.
<b>12. WARRANTY</b>	All products are carefully inspected before shipment and are covered by a one (1) year warranty against any material and workmanship defects. Electronic components made by TRAFIC are covered by a two (2) years warranty against any material and workmanship defects. Any products proven defective in material or workmanship defects will be repaired or replaced by TRAFIC, provided that such claim is made within one (1) year from the date of shipment. Any modification made to the product without TRAFIC's written authorization will automatically void the warranty. No other warranty expressed or implied exists beyond that included in the above, unless otherwise specified. Take note that the warranty does not cover transport, delivery and/or incidental costs incurred in the fulfillment of this warranty.
<b>13. PERFORMANCE HEREOF</b>	Any legal actions that may be taken by TRAFIC against the customer or vice versa shall be brought before a court of justice located in the district of Laval to be judged under their jurisdiction.
<b>14. DEFAULT</b>	Any privilege granted by the herein terms and conditions to the customer will become void and payment will be due immediately, should: <ul style="list-style-type: none"> <li>a) customers fail to pay any sum due to TRAFIC within the granted delay;</li> <li>b) their assets be ceased in part or totally by one of his creditors;</li> <li>c) they become insolvent;</li> <li>d) they notice his creditors of its intention to deposit a petition of bankruptcy;</li> <li>e) they declare bankruptcy;</li> <li>f) they be subject to a receiving order;</li> <li>g) their creditors deposit or submit their intention to deposit a receiving order;</li> <li>h) TRAFIC needs to intent legal procedures against him.</li> </ul>
<b>15. PENAL CLAUSE</b>	Should any unpaid account receivable be transferred to a lawyer for collection, TRAFIC reserves the right to claim an amount equivalent to 50% of any amount due by the customer as liquidated damages and interests, without delay or notice. This amount to be claimed under reserve of any other rights TRAFIC may have, such as compensation for unpaid amount, sold but not delivered merchandise or to take back shipped merchandise.
<b>16. ACCEPTANCE</b>	The present terms and conditions should be considered as an integral part of all quotes submitted by TRAFIC. Any purchase order or written approval of the submitted quote issued by the customer will be considered as a confirmation of agreement of the present terms and conditions.

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