

Terms & Conditions May 2025

PRICING

Please refer to Duramill Industrial Supplies' Price List for current list pricing. Prices are subject to change without notice. All prices are subject to applicable sales taxes.

PAYMENT TERMS

Payment terms for authorized distributors are net 30 days; otherwise payment is due upon receipt of order. Interest on overdue accounts is calculated at a rate of 1.5% per month. The distributor agrees to bear all costs incurred in collecting any unpaid amounts including but not limited to collection agencies, legal fees and court costs. All payments will be in Canadian Dollars. Payment terms may be revised or withdrawn in our sole discretion. All outstanding orders in whole or in part may be cancelled without liability or penalty if failure of due payment occurs. Title to the goods remains with Duramill Industrial Supplies until payment in full has been received.

FREIGHT ALLOWANCES

Freight is FOB shipping point; Mississauga or Cambridge. Orders are prepaid at a value of \$75 net up to a maximum of \$15 shipping cost for ground transportation. A flat rate of \$9 per shipment will be prepaid and charged for handling and freight for orders below the prepaid threshold amount. Duramill Industrial Supplies reserves the right to ship via its carrier of choice.

DROP SHIPMENTS

Direct end-user drop shipments are available at no additional cost under the stated freight allowance conditions above.

FREIGHT CLAIMS

Loss or damage to goods during shipment is the carrier's responsibility. If a package is received damaged, please note this on the carrier's delivery slip and contact the carrier for instructions regarding making a claim.

CLAIMS FOR SHIPPING ERRORS OR SHORTAGES

Shipping errors or shortages must be reported to Customer Service within 10 days of receipt of goods.

RETURNS

Returns for merchandise credit must be submitted within 90 days from invoice date. A Return Authorization Form must be completed and submitted for approval. All approved returns are valid for 30 days. Only undamaged goods in their original, unmarked packages will be accepted. A 20% (minimum \$25) restocking charge will apply. Returns to Duramill Industrial Supplies. Must be sent prepaid by distributor.

CUSTOM ORDERS

Orders for products deemed to be non-stock items or products specifically built and/or modified to customer specifications may not be cancelled or returned. This includes items purchased or procured in large volume quantities.

CANCELLATION OF ORDERS

Duramill Industrial Supplies must receive order cancellations in writing prior to shipment.

INDEMNIFICATION

You will defend, indemnify and hold harmless Duramill Industrial Supplies and its affiliates, directors, officers, employees and agents from all liabilities, costs, damages, expenses, judgements and other losses incurred as a result of:

1. Any claim by a customer or other third party arising out of your (or your employee's or other representative's) acts or omissions or your breach of any representation, warranty or other obligation contained in their terms and conditions
2. Any claim by Duramill Industrial Supplies arising out of an unauthorised disclosure of any Confidential Information

WARRANTY – LIMITATION OF LIABILITY

Duramill Industrial Supplies liability is limited to the replacement of the defective goods or, at its option, the refund of the purchase price. This warranty is in lieu of all other warranties. Please refer to return policy above. Product specifications are subject to change without notice. Images shown may not be exact.