

Terms & Conditions

A. General Terms & Conditions of Sale

1. By purchasing/ordering from Eco-House Inc, the Purchaser agrees to the following Terms & Conditions without any limitations.
2. Deviating or additional terms of sale and in particular, terms in a customer's purchase order, shall be valid only, if they have been expressly agreed to in writing by Eco-House Inc and been signed by a legal officer of the company.
3. All merchandise remains property of *Eco-House Inc* until paid in full.
4. For commercial accounts the standard payment terms are
 - a. Net 30 days, 2% discount if paid in 15 days or 5% prepaid by Cheque
 - b. VISA or MC payments on commercial accounts are accepted only for pre-payments.
 - c. After 30 days there shall be a 3% up-charge for payments by credit card.
 - d. Non-payment of an invoice beyond 90 days past due without a reason given constitutes a "Breach-of-Contract"
5. Past due accounts are subject to interest charges of 1% per month up to 18% p.a. depending on bank/credit card interest at the time and at the discretion of Eco-House Inc.
In case of collection or legal action due to non-payment or not-timely payment of valid invoices all related expenses shall be borne by the party at fault.
6. Location for all Legal Disputes shall be Fredericton, New Brunswick, Canada.
7. The Eco-House Inc Disclaimer shall be an integral part of the "*General Terms and Conditions of Sales*".
8. If a part in this *General Terms and Conditions of Sale* is found to be invalid, the validity of the remainder of these terms shall not be affected by it.

B. Mail Order – Specific Terms:

1. Minimum Order - \$50.00 net per transaction before taxes and shipping costs

2. Pricing

CAD price list is valid for Canadian shipping locations only.

USD price list is valid for all international orders.

Volume and trade discounts are available and to be negotiated

Local taxes & duties to be borne by the customer where applicable

3. Acceptable methods of payment

Prepaid by Visa, MasterCard, Amex, cheque, money order.

Terms are available OAC for commercial users

4. Shipping Costs

- a. Art Materials** 10% of value of goods, minimum \$20.00
- b. Mineral Paint** charged at cost (call for quotation)
- c. Wood Finishes** 10% of value of goods, minimum \$20.00
- d. Commercial Accounts** as per negotiated agreement

5. Accessorial shipping charges (USA only) US-freight companies often charge for additional services not known to Eco-House Inc at the time of quotation, such as Tailgate, Lift-Gate, Limited Access, Residential Delivery, Inside Delivery, Delivery Appointment etc. These charges will be added to your invoice later if they occur and you acknowledge them with your signature to the shipment.

6. Estimated delivery times are provided upon request but without guarantees. For US-shipments they are given pending timely customs clearance. Shipping time variation is not an acceptable reason for returns, deductions or non-payment.

7. Damages - Inspect your shipment for problems before signing it clear. Any damages must be noted on the delivery receipt and co-signed by the delivery driver. If possible, immediately call 1-877-ECO-HOUS or 506-366-3529 to report the damage and fax or email a copy of your delivery slip with your notes and signatures to 506-366-3577 or info@eco-house.com. All shipments are insured, but we can only accept and forward claims if you state your claim on the delivery slip and forward it to us.

Please Note: If you sign a damaged shipment “clear” you own it “as is”.

8. Returns - Unopened containers in re-sellable condition may be returned for refund minus shipping costs. A restocking fee applies, if the product/container is returned in less than mint condition. Custom-made products are non-returnable.