

These Terms and Conditions govern all business transactions between PPM Components Corporation and its customers. By placing an order or entering into any agreement with PPM Components, the Buyer agrees to be bound by these terms.

1. Scope of Application

These Terms and Conditions apply to all quotes, orders, contracts, and transactions between PPM Components Corporation ("PPM Components") and the Buyer (customer, distribution partner, or representative). They define the mutual rights and obligations concerning the supply of products and services, unless otherwise explicitly agreed upon in writing.

2. Pricing and Payment Terms

2.1 Pricing:

All prices quoted by PPM Components are non-binding and subject to change without notice. Prices exclude applicable taxes (including GST/HST/QST) unless explicitly stated. Applicable Canadian taxes will be applied based on the Buyer's province or territory of registration.

2.2 Payment Terms:

Invoices are payable within the period stated in the invoice or order confirmation. If payment is not received within such 30-day period, a late payment of 1% per month of the unpaid balance or the maximum amount allowed by law, whichever is less, shall be paid by Buyer. PPM Components reserves the right to require advance payments or impose credit limits based on the Buyer's financial standing.

2.3 Currency:

All payments shall be made in the currency specified in the invoice (US Dollars unless otherwise stated). Conversion or exchange rate fluctuations shall be borne by the Buyer.

3. Orders and Acceptance

3.1 Order Confirmation:

An order is considered accepted only after written confirmation by PPM Components. Verbal agreements or changes are not binding unless confirmed in writing.

3.2 Cancellations:

Orders cannot be cancelled or modified without PPM Components' written consent. Any cancellation costs incurred will be charged to the Buyer.

4. Delivery and Shipment

4.1 Delivery Times:

Delivery schedules are estimates and are not binding. PPM Components shall not be held liable for delays caused by force majeure, supply chain disruptions, or regulatory restrictions.

4.2 Risk Transfer:

Risk of loss or damage to goods transfers to the Buyer once the goods leave PPM Components' facility or the designated point of origin, unless otherwise agreed in writing.

4.3 Shipping Costs:

Unless otherwise stated, shipping costs are borne by the Buyer.

4.4 Import and Customs:

PPM Components is not the importer of record. The Buyer is solely responsible for all import duties, customs clearance, and compliance with applicable import regulations in the destination country.

5. Warranty and Liability

5.1 Product Warranty:

PPM Components warrants that its products conform to the agreed specifications at the time of delivery. Claims for defective products must be submitted in writing within 14 days of receipt.

5.2 Exclusions:

The warranty does not cover damage caused by improper use, modifications, or repairs made by the Buyer or third parties without PPM Components' prior written approval.

5.3 Liability Limitations:

PPM Components' liability is limited to the replacement or refund of defective goods. Liability for consequential, indirect, or incidental damages is excluded to the extent permitted by applicable law.

6. Export Compliance

The Buyer confirms that goods supplied under this agreement shall not be sold, exported, or re-exported, directly or indirectly, to any country, entity, or individual subject to Canadian export control laws, including the Export and Import Permits Act (EIPA), or applicable international sanctions. The Buyer is responsible for ensuring compliance with all applicable export control regulations throughout the entire supply chain. Any violation constitutes a material breach and may result in legal action or termination of the business relationship.

By accepting a quote or order from PPM Components, the Buyer acknowledges and agrees to these obligations.

7. Data Protection

7.1 Compliance:

PPM Components complies with Canada's Personal Information Protection and Electronic Documents Act (PIPEDA), Ontario's applicable privacy legislation, and other relevant privacy laws.

7.2 Purpose:

Personal data collected will only be used for legitimate business purposes, such as processing orders, managing accounts, or fulfilling legal obligations.

7.3 Third Parties:

Data may be shared with third-party service providers for operational needs, provided such sharing complies with applicable Canadian privacy law principles.

8. Force Majeure

PPM Components shall not be liable for any delay or failure to perform due to circumstances beyond its reasonable control, including but not limited to natural disasters, pandemics, strikes, supply chain disruptions, regulatory changes, or acts of war.

9. Returns and Cancellations

9.1 Return Policy:

Returns are accepted only with prior written approval from PPM Components and under the conditions specified at the time of approval.

9.2 Restocking Fee:

Returned goods may be subject to a restocking fee, depending on the condition of the returned items and the reason for the return.

10. Packaging and Environmental Compliance

10.1 Packaging Standards:

PPM Components ensures all packaging complies with applicable Canadian federal and provincial environmental regulations.

10.2 Buyer's Responsibilities:

The Buyer must dispose of packaging materials responsibly and in compliance with all applicable laws.

11. Intellectual Property

All intellectual property rights associated with PPM Components products, including patents, trademarks, and designs, remain the sole property of their respective owners. Unauthorized use or reproduction is strictly prohibited.

12. Governing Law and Jurisdiction

12.1 Applicable Law:

These Terms and Conditions are governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein, excluding conflict of laws principles.

12.2 Jurisdiction:

All disputes arising from or related to these Terms and Conditions shall be subject to the exclusive jurisdiction of the courts of the Province of Ontario, Canada.

13. Miscellaneous

13.1 Entire Agreement:

These Terms and Conditions represent the entire agreement between PPM Components and the Buyer, superseding any prior agreements or understandings.

13.2 Severability:

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

13.3 Amendments:

PPM Components reserves the right to update these Terms and Conditions at any time. The most current version will govern all transactions from its effective date.