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# Terms and Conditions for infraAIR

# 1. Order Acceptance

All orders placed with infraAIR are subject to acceptance at our Toronto head office. Acceptance of orders is at the sole discretion of infraAIR and may depend on various factors, including but not limited to product availability and client account status.

#### 2. Payment Terms

Payment for infraAIR products and services is Net 30 days from the invoice date, meaning full payment is due within 30 days of invoicing.

#### 3. Prepaid Shipping Level

For customer orders that reach the prepaid shipping level, shipping costs are included. The threshold must be met excluding the cost of ecobee products, Flair products, and taxes.

# 4. Shipping Point

All shipments from infraAIR that do not meet the prepaid shipping level are F.O.B. from our Toronto warehouse. This means that the customer takes responsibility for goods once they are shipped.

# 5. Choice of Carrier

If the prepaid level for shipping is not met, freight charges are "collect," and infraAIR will use the customer's preferred carrier. If no preference is stated, infraAIR will select a carrier at its discretion. However, infraAIR is not responsible for any dissatisfaction with the carrier choice made.

#### 6. Back Orders

infraAIR strives for complete single shipments. Back-ordered items ship when available and if freight costs are reasonable, unless otherwise directed by the customer. Back orders ship freight "collect."

#### 7. Minimum Orders

The standard minimum order is \$100. Urgently needed parts may bypass this minimum with a \$20 handling fee.

## 8. Price Changes

infraAIR endeavors to provide a 30-day written notice of price changes whenever possible. However, prices are subject to change without notice.

# 9. Pricing Validity

All price quotes, whether given via email or in conversation, are not valid until officially quoted on an infraAIR quote sheet by inside sales or the corresponding purchase order (PO) is accepted by inside sales. This ensures accuracy and confirmation of pricing terms.

#### 10. Taxes

Prices listed by infraAIR do not include taxes. Applicable taxes will be added to the invoice as per legal requirements.

# 11. Governing Law

These terms and conditions are governed by and construed in accordance with the laws of the jurisdiction in which infraAIR's head office is located, without giving effect to any principles of conflicts of law.

By placing an order with infraAIR, the customer acknowledges and agrees to these terms and conditions. infraAIR reserves the right to modify these terms and conditions at any time without prior notice.