



OUR BUSINESS IS GROWING YOUR BUSINESS

JVK Terms and Conditions

As used herein, JVK shall mean Jack Van Klaveren Limited, the seller.

Payment

Unless prior credit arrangements have been made in writing with JVK, all orders must be accompanied by credit card information, cheque or money order payable to Jack Van Klaveren Ltd., PO. Box 910, St. Catharines, ON L2R 6Z4. JVK also accepts debit card pre-payments. All invoices are due and payable within 30 days from the date of the invoice.

Credit Cards

JVK accepts prepayment by valid credit and debit cards. Only Visa and MasterCard credit cards are accepted. Payment by credit card must be approved at time which order is placed.

Interest on Overdue Accounts

The customer shall pay interest on all amounts outstanding after the expiration of 30 days following the invoice date. Interest on the outstanding balance shall be calculated at the rate of 2.5% per month (30% per annum).

Provincial Sales Tax

Certain items in this catalogue are subject to Provincial Sales Tax Acts regulations and all customers affected shall pay such tax unless JVK is properly satisfied of customer's exemption from such taxes. In every case of exemption, JVK will require the customer to produce a copy of the Exemption Certificate and the Provincial Sales Tax Licence Number.

GST/HST

The customer shall pay Goods and Services Tax/Harmonized Sales Tax (Canada only) on the total value of all goods shipped, except to the extent that the goods are GST/HST exempt.

Credit Accounts

Customers wishing to establish credit terms are required to complete a confidential credit application prior to delivery of their first order. Customers are advised that processing of this application may take a minimum of one week.

Point of Sale

All orders are deemed to have originated in St. Catharines, ON and the sale of goods shall be bound by, and interpreted according to, the Laws of the Province of Ontario.

Pricing

Unless otherwise agreed in writing, or stipulated in JVK's catalogue(s), all prices are FOB St. Catharines, ON and are subject to change without notice.

Orders Under \$50.00

JVK may require payment to accompany orders under \$50.00 in order to cover processing costs.

Restocking

No plants or seeds will be accepted for return. No other returns shall be made without a Return Authorization and, if issued, shall be subject to a 15% restocking charge. The Customer shall be responsible for return shipment cost.

Shipping

JVK will endeavour to ship all products in the most efficient and effective manner available at the time of shipping. Flower Seed will generally be shipped pre-paid unless special shipping methods have been specified by the customer.

Shortages

Customer shall be deemed to have received all goods appearing on the bill of lading accompanying the goods unless shortages are reported to JVK in writing within 8 days of the customer's receipt of the short-shipment.

Damaged or Defective Goods

The customer shall:

- i) accept goods even if they appear to be in poor or damaged condition and
- ii) immediately enter a claim with the carrier and forward a copy to JVK. If an item arrives in poor or damaged condition, accept it and sign the receipt accordingly. Immediately enter a claim to the carrier and send us a copy of your claim for reference purpose only. CLAIMS MUST REACH US WITHIN 8 DAYS AFTER RECEIPT OF GOODS. NO ALLOWANCE OF ANY KIND CAN BE MADE ON CLAIMS EXCEEDING THIS TIME LIMIT.

Deliveries

JVK shall not be liable for damages or costs arising from the non-delivery or late delivery of goods because of acts of God, riots, insurrection, strikes, labour difficulties, shortages of material, governmental regulations, or any other reason beyond its reasonable control.

Cancellation

The buyer may not cancel a confirmed order without the written consent of JVK.

Foreign Exchange Fluctuations

Many of the items we sell are imported and therefore our costs are subject to fluctuation of the dollar on the international money market. We reserve the right to adjust our selling price accordingly and without prior notice.

Personal Information Protection

At JVK Ltd. we are committed to protecting your privacy. As part of our on-going business relationship with our customers, we use, disclose and retain personal information for the purposes of verifying creditworthiness, completing sales transactions, reporting for the purpose of royalty monitoring and collection, responding to requests for products and information and marketing campaigns.

Other than the above, we do not disclose customer information to third parties without your specific consent. A copy of JVK's Privacy Policy is available upon request.

Warranty

The sole warranty in respect of any product is the warranty placed by the supplier on the packaging of each product. JVK neither makes nor implies any additional warranty above the standard supplier warranty.