

SHAVINGS-DIRECT terms for sales in Canada

Our company herein referred to as "SHAVINGS-DIRECT™"

The customer herein referred to as "customer"

Acceptance of Orders: All orders submitted through our website are confirmed by e-mail, fax or post after submission, no order should be deemed to be accepted without this confirmation. All Canada orders are fulfilled subject to these terms and conditions. By ordering from our company you accept these terms and condition.

Currency: Prices quoted are in USD (US Dollars) or in any other currency on request or by our choice; all payments are to be made in the currency quoted. If payment is made in CAD a 2% conversion fee will apply. If payment is made in a currency other than US or Canadian a 5% conversion fee may be applied. Credit cards services may convert funds for you and we will not charge a conversion fee. All currency conversions will be made per the day of conversion closing foreign-exchange ratio set in New York. Foreign-exchange ratios will be calculated using the JP Morgan foreign-exchange desk.

Payment Methods: SHAVINGS-DIRECT™ accepts all major credit cards, checks, FED wires, ACH payments (sender/receiver initiated), check-by-phone, letter or credit (over \$50,000 only), CHIPS debit, book transfers and cash. Qualifying checks drawn on foreign banks will be converted to ACH debits. Checks drawn on US banks may be converted to ACH.

TAX is your responsibility to pay unless you are a non-exempt end customer/user located in New York State. You are responsible to comply with federal and state tax laws as well as collect tax if you are reselling the products. SHAVINGS-DIRECT™ takes to responsibility for sales later found to be taxable except if you are located in NYS

Shipping/delivery: Prices quoted are subject to the terms of the individual quote and sale. SHAVINGS-DIRECT™ quotes products as delivered or FOB and may change or modify quotes per customer's request. Shavings direct has different levels of delivery service based on the terms of the individual sale. For more information visit our website at www.shavings-direct.com. Delivery time is subject to certain conditions including but not limited to, truck availability, equipment availability, product availability, drivers schedule and drivers compliance with drive time laws. In the event of unforeseen circumstances out of SHAVINGS-DIRECT or the truckers control Force Majeure may apply.

Customs: SHAVINGS-DIRECT™ will file and notify border customs as per standard requirements for US/Canadian trade requirements. Customer is responsible to pay any related taxes or tariff fees.

Damage in Transit: Customer is responsible to immediately notify the trucking company and SHAVINGS-DIRECT™ if product is delivered and has been damaged in transit. You may notify the operations department by calling 877 695 6238.

Count and weight issues: SHAVINGS-DIRECT™ may sell products by bale, bag, cubic foot, yard or weight. One form of measurement only (the one quoted and billed) will apply to the sale referenced. Any count or weight disputes must be made at the time of unloading and delivery. If a shipment comes up over or short the trucker is to be notified and agree, it must be written on the BL and truck driver and customer must both sign off and agree. You must then immediately notify our operations department by calling 877 695 6238 and faxing the BL to 845 361 9926.

Unloading: Customer or SHAVINGS-DIRECT™ is responsible for the unloading process depending on the option chosen by the customer at the time of order. To clarify delivery and unloading options please refer to our website.

Trucker detention or back charges: Trucker may charge detention time of \$65 per hour if unloading time exceeds 2.5 hours. Detention charged may be charged to the customer depending on who has the responsibility of unloading (unloading responsibility is determined by the terms of the sale and options chosen). Trailers dropped by the trucker and kept loaded or confined for more than 5 days without a drop trailer agreement may be subject to a per-diem charge of \$125

Stop/ redelivery charges: Additional stops will be charged at \$100 plus mileage fee based on the original haul charge.

Payments: Payment procedures may change depending on the terms of the sale. Any questions related to payments or money transfers may be directed to 845 609 7317 Joan Loparrino.

Warranties/Guarantees: SHAVINGS-DIRECT™ stands behind the products that we sell. Quality disputes must be made within 48 hours and will be rated/credited on a reasonable quality credit and decision process made by the original product manufacturer. A quality dispute does not relieve the customer of responsibility to pay in full for products according to the terms and conditions of the sale. Credits may be given with future credits to towards product orders. Quality inspections will be made by the USDA APHIS plant and inspection service or by a representative of the AGRI SALES USA, INC. There are no credits given for late or delayed shipments. Customer is responsible to ensure that they have products on hand for their use regardless of the delivery time of SHAVINGS-DIRECT™ products. Customer is fully responsible to inspect products before use.

Returns and Refunds: Customer must only refuse delivery only if the product is considered unsafe for use. If the customer does not have experience with agricultural products customer will have to get a third party experienced opinion. If products are refused for reasons found to be frivolous customer may be responsible to pay all shipping charges to and from their location with a 10% administrative fee assessed. Reason for refusal and details must be written on the BL and signed by the customer and the driver. Refusal of shipment does not relieve the customer from their responsibility to pay according to the original terms of the sale.

Cancellations: Any cancellation must be made before trucking company is dispatched to pick up the load at origin. Any cancellation made after that point will be subject to costs related to the cancellation plus a 10% administrative fee. Diversion fees/administrative fees will apply to any shipment that consignee location has been changed during route.

Payment & Retention of Title: Under normal circumstances, goods must be paid for prior to dispatch. If for any reason, goods are agreed to be shipped prior to clearance of payments, title in the goods shipped belongs to SHAVINGS-DIRECT™ and AGRI SALES USA, INC., affiliates until payment in full for the goods is received. SHAVINGS-DIRECT™ may enter customers property to retrieve goods without consent if goods are still in the title of SHAVINGS-DIRECT™ for non-payment.

Confidentiality: We undertake to exercise all reasonable precautions to keep information supplied to us by customers strictly confidential. We do never supply mailing information to third parties.

Applicable Law and Courts of Jurisdiction: All transactions undertaken will be governed by the laws of the state of New York USA.

Terms: These terms and conditions may be changed at any time with no notice to customer or any party.