

---

## KVC INDUSTRIES TERMS AND CONDITIONS OF SALE

### EFFECTIVE APRIL 1, 2026

**APPLICATIONS:** These general terms and conditions shall apply to all purchases of products (hereinafter defined) from KVC notwithstanding the terms of any purchase order or contract used for the purchase of products from KVC unless KVC otherwise agrees in writing. KVC reserves the right to amend, delete and add to these terms and conditions, which amendments, deletions and additions shall be effective 30 days after notice thereof is given.

**PRICES:** All prices of products are subject to change by KVC without notice. All orders for products will be invoiced at the prices in effect at the agreed time of shipment, provided that if through no fault on the part of KVC, there is a delay in shipment, then the order will be invoiced at the higher of the prices that are in effect at the stipulated time of shipment or the actual time of shipment.

**FREIGHT TERMS:** All products are shipped F.O.B. (Free on Board) the warehouse designated by KVC. The purchaser shall be solely responsible for the difference, if any, between any freight allowance set by KVC and the actual freight paid where the purchaser specifies a carrier more expensive than that determined by KVC.

**TAXES:** The purchaser shall pay all taxes, levies, charges and duties imposed upon the purchaser or any agent of the purchaser (the "TAXES") by any government, government agency or other taxing authority in connection with the production, transportation, consumption, purchase or sale of the products, or those usually paid by a purchaser pursuant to usual trade practices or terms, including, but not limited to, Goods and Services Tax (GST), provincial sales taxes, municipal taxes and sales and use taxes. The purchase price for products does not include the Taxes unless KVC specifies in writing that it does.

**TRANSFER OF TITLE/RISK OF LOSS:** Title to products and all risks of loss or damage to the products shall pass to the purchaser upon acceptance for loading the products by the carrier at a KVC warehouse notwithstanding that KVC may be bearing in whole or in part the cost of freight and/or other costs and fees.

**TERMS OF PAYMENT:** The purchaser shall fully pay the purchase price within 30 calendar days from the date of invoice (the "Due Date") to the account designated by KVC. If the purchaser fails to fully pay the purchase price to KVC by the Due Date, interest shall accrue on the unpaid balance of the purchase price outstanding from time to time at the rate of 18% per annum compounded monthly until the purchase price is paid in full.

**CREDIT CARD PAYMENTS:** All payments made using a credit card will be subject to a 3.75% credit card surcharge. This surcharge is in addition to the purchase price of the products and will be added to the total amount due at the time of invoicing. The purchaser is responsible for paying this surcharge as part of their payment obligation under these terms and conditions. This surcharge helps us cover the cost associated with credit card processing fees. Please note that this surcharge is non-refundable, even in the event of a return or cancellation.

**QUOTATIONS:** Possession of a price list or quotation shall not obligate KVC to sell or offer goods listed therein to anyone. KVC reserves the right to withdraw any quotation without notice prior to its acceptance in writing. Price and projected delivery times may be adjusted for design specifications and/or service conditions unknown at the time of quotation.

**CREDIT APPROVAL:** The acceptance of orders is subject to the satisfactory credit approval of the purchaser by KVC in its sole discretion, and KVC may at its sole discretion require payment in advance.

**DELIVERIES:** Products quoted as being available from KVC inventory are subject to prior sale and may not be available for immediate shipment. Deferred or redirected deliveries are at the sole discretion of KVC and are not binding on KVC unless KVC agrees in writing. KVC shall not be liable for any direct, indirect or consequential damages or loss caused by delay in delivery or failure to deliver, regardless of the cause of the delay or failure and whether it results from fire, flood, accidents, riots, the negligence of KVC or any of its employees or agents, strikes, transportation delays, labour or material shortages or any other cause.

**RETURNED GOODS:** The purchaser shall not have the right to return any product unless:  
(a) KVC in its sole discretion agrees and evidences that agreement in writing and issues to the purchaser a Returned Goods Authorization Number (RGA#);  
(b) the product is in good and resalable condition; and

(c) the product is returned within the manufacturer's warranty period.

Notwithstanding the foregoing, the following products will not be accepted for return under any circumstances:

- (a) special order items;
- (b) non-stock products; and
- (c) obsolete or used products.

If KVC decides in its sole discretion to take back the products, the purchaser shall package the products to be returned in a manner that will completely protect them from damage. Despite prior consent, KVC may reject or charge fees if the products are damaged, including due to improper packaging. The purchaser shall pay all expenses and costs arising out of the return including transportation and other related costs.

In addition, the purchaser shall pay KVC:

- (a) up to 30 days – no re-stocking fee
- (b) after 1 month and up to 3 months – 25% restocking fee
- (c) after 6 months– no return accepted

Additionally, if refurbishing is required, the purchaser shall pay an amount determined by KVC in addition to the re-stocking fee.

## KVC INDUSTRIES TERMS AND CONDITIONS OF SALE EFFECTIVE JULY 1, 2019

**CLAIMS FOR SHORTAGES:** The purchaser shall make all claims for shortages in writing (including particulars) within 2 calendar days after receipt of the products. If notice is not received within this period, the purchaser is deemed to have received all products in good condition and cannot make claims.

**GOVERNING LAW:** The KVC Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in British Columbia.

**WARRANTY:** Products found to be defective due to faulty workmanship or material shall be replaced without charge, provided that KVC is satisfied that:

- the product was properly installed
- used as recommended
- written notice is provided within 1 year of installation or 18 months from purchase (whichever occurs first)

KVC's liability is limited. The purchaser agrees no claims for labour, installation costs, damages, loss of revenue or profits, or other expenses. Warranty does not apply to modified products or items covered by manufacturer warranties.

**CANCELLATION POLICY:** Orders for special alloy valves, valves/fittings, or non-stock heating products cannot be cancelled or changed without prior written consent from KVC and terms protecting KVC from losses.

**MODIFICATION:** No amendment or modification of these terms shall be binding unless in writing and signed by an authorized KVC representative.