

GenPOS – Sales Terms and Conditions

For customers in Canada and the USA

1. Policies, Terms, and sales conditions

The information provided hereafter defines our standard policies, terms and conditions for the acceptance and conclusion of all transactions for GenPOS' products and services. These terms and conditions take precedence over any and all other terms or conditions the customer may request on their own purchase order. By submitting an order to GenPOS, the customer agrees with these policies, terms and sales conditions.

2. Requesting and maintaining an account

In order to do business with GenPOS, a customer must first request an account by filing out and returning the required "New Account Request" form. GenPOS reserves the right not to proceed with a new account request if the form is incomplete, or if the information provided does not meet our requirements.

The customer is responsible for advising GenPOS of any changes to their physical location, corporate identity or name, or any other legally binding changes that may affect the relationship with GenPOS. GenPOS reserves the right to request a company information update, or the submitting of a new form in order to properly reflect any changes.

A customer account that has been inactive of any sales activities for a period of a calendar year or more will need to be reactivated by submitting a new "New Account Request" form.

3. Standard sales terms

Unless a payment terms with a line of credit have been agreed upon and established, or a specific agreement exists between GenPOS and the customer, all sales are to be paid in full before delivery or pick-up. Payment must be provided either by direct bank deposit, interact electronic transfer, certified cheque, bank draft, PayPal (some fees apply) or in cash. Unless otherwise specified, all sales are in Canadian dollars. GenPOS does not accept payments by credit or debit cards. For all new customers, the first order is always paid in full before shipping or pickup. This policy remains in effect unless payment terms are agreed upon.

4. Standard delivery terms

A) Based on price advantage, time to delivery, logistics and quality of service considerations, GenPOS ships all customer orders by our own selected carrier. All related fees are added to the invoice. In order to benefit from an insured shipment with full tracking features, GenPOS strongly recommends using our own selected carrier.

For trans-border shipments, all of the above applies, and the customer is responsible for all applicable customs and brokerage fees, as well as any other charges the border agencies may require. GenPOS is not responsible and will not assume any of those fees or charges.

B) Customers who prefer to use their own carrier may request to do so by submitting the “shipping responsibility” form to GenPOS. In such cases, the customer takes on the full responsibility of the merchandise and the shipment process as soon as it departs from GenPOS. The customer is required to make all pick-up calls to his carrier, as well as filling all required documentation. Please see the “Shipping Responsibility” form for further information.

A customer who chooses to use their own carrier accepts all risks involved with the transport of their merchandise and releases GenPOS from all liabilities and responsibilities towards the goods, and the results of the delivery. The customer furthermore agrees to be liable to GenPOS for the full value of the goods and shipment, and agrees to pay all owed invoices to GenPOS, regardless of the state in which the goods are delivered or should they fail to be delivered.

For trans-border shipments, all of the above applies, and the customer is responsible for all applicable customs and brokerage fees, as well as any other charges the border agencies may require. The customer is required to provide to GenPOS all required forms and paperwork as needed for the destination. GenPOS is not responsible and will not assume any of those fees or charges.

5. Current price, price protection, and price accuracy

The sales price of products ordered by the customer is always that of the current price list in effect or that of a valid proposal. It is the responsibility of the customer to ensure that the price on their purchase order is correct. In the event of a discrepancy between the price list in the hands of the customer and that of GenPOS, the current price list of GenPOS is the point of reference. In case of a billing error, the customer has 10 days from the date of his invoice to request a revision. GenPOS issues a list of fixed-term and limited-term resale prices. Notwithstanding this list, GenPOS reserves the right to change prices at any time without prior notice, in accordance with market trends and currency exchange rates.

A reseller may, if he wishes, make a special price request for a specific opportunity and request a price protection for a specific period. To do this, the reseller must send the relevant information on the opportunity to his account manager, such as: Configurations and quantities required, details of deliveries, name and contact details of the company targeted by the opportunity and any known information about potential competitors. Once the opportunity has been registered with GenPOS, the protection of the price and the opportunity will be in effect for the period agreed upon.

6. Volume orders

When an order is placed with GenPOS and represents a certain volume in units or value, the order may benefit from a special status. The number of units, or the value required in this case, remains at the discretion of GenPOS.

In consideration of the particular requirements of this type of order, the following terms and conditions are added to the standard ones:

1. A Volume Order cannot be canceled by the customer once accepted by GenPOS. It is a final sale.
2. A pre-payment representing 25% of the total value of the order is required to formalize the order. This payment is non-refundable.
3. The final payment of the order, representing the last 75% of the value, is expected within 30 days of the date of the invoice, subject to the limit of the customer's maximum allowed credit. If the amount remaining to be paid exceeds the established credit limit, the excess amount must be paid promptly as soon as the order is ready to be shipped or picked up. The balance of the amount due, not exceeding the limit of the credit line, would be due NET 30. If the customer does not have a credit line, all amounts owed must be paid once the order is ready to ship or pick up.
4. Some delay may occur on volume orders. GenPOS is not responsible for any inconvenience that might arise from these circumstances.

7. Product availability

From time to time, GenPOS may be out of stock on certain items advertised on its price list. GenPOS is not responsible for any prior commitments made by the customer to any 3rd party. The customer is responsible for ensuring the availability of the goods ordered via his order form before placing the order with GenPOS.

Some products offered by GenPOS are made to order and some assembly time may be required. The customer is responsible for verifying the lead-times of the goods before placing the order with GenPOS as required. GenPOS is not responsible for any inconvenience that may arise from production lead times.

8. Line of Credit and Limit

A customer may, if he wishes, apply for a line of credit from GenPOS in order to obtain 30-day NET payment terms. This request must be made by properly completing all sections of the line of credit application form. GenPOS reserves the right to accept or refuse to issue a line of credit to any given customer.

A customer who benefits from a line of credit is assigned a limit of a certain amount at the discretion of GenPOS, who reserves the right to determine that limit. When requesting a credit limit of \$ 25,000.00 or more, the applicant must provide a copy of its most recent annual financial statements for the most recently completed full year. These documents must be signed by the responsible officers of the applicant company.

In order to retain the privilege of their line of credit, a customer must maintain his account in good standing and make his full payments within the prescribed time and without delays. GenPOS reserves the right to apply interest charges of 2.5% per month on amounts past due and GenPOS reserves the right to revoke the credit line of a customer who fails to comply with these terms and conditions.

A customer whose account has not shown any purchase for a year or more will have its line of credit suspended and will need to submit a new line of credit request and an update to their account.

9. Taxes

GenPOS will apply the appropriate taxes to all invoices according to the standards for the destination address of the products. In the case of cross-border shipments, Customs, brokerage and other costs will be borne by the customer and not by GenPOS.

10. Trans border shipping and destination

In the case of orders whose destination is outside of Canada the delivery terms are automatically EXW (i.e. all costs are extra and charged to the customer) (<https://en.wikipedia.org / Wiki / Incoterms>) and the goods made available to the customer at the loading dock of GenPOS.

11. Product specification and compatibility

GenPOS offers several products whose configurations may vary and it is the reseller's responsibility to ensure that the selected configuration matches the needs of the end customer. GenPOS cannot be held responsible if the specifications chosen by the reseller do not meet the performance requirements of the software or the end customer.

When appropriate, GenPOS specialists are available to assist in determining the required products for the specific needs of the end customer, though responsibility for selecting a configuration remains with the Reseller. Note that depending on the situation, if the product does not meet actual requirements, it may be possible to change the after-sales configuration for a fee. This offer remains at the discretion of GenPOS.

12. Customer Purchase Order

In order to place an order with GenPOS the customer must provide a valid order form containing the following elements:

1. The name and full contact details of the customer.
2. The destination address of the merchandise, if different.
3. The list of required products, including quantity, description and price.
4. The method of dispatch chosen by the customer in accordance with paragraph 4.
5. The method of payment chosen by the customer (money, check, transfer or bank transfer.) GenPOS does not accept credit or debit cards.
6. Any relevant specific instructions required by the customer.

GenPOS reserves the right to request a review, if necessary, before accepting an order when the purchase order is incomplete, erroneous or confusing.

13. Recycling Fee

Orders will be invoiced for the appropriate fees if applicable.

14. Returns and Warranty

GenPOS offers a warranty on products for which GenPOS is the recognized manufacturer or distributor. This warranty varies by product and service from one to three years. Please refer to the warranty policies for more information and specific warranty elements.

15. Support and Technical Services

GenPOS offers post-sales service for products for which GenPOS is the recognized manufacturer or distributor. Note that some manufacturer require the service / support call to come from where the equipment is installed and in such cases GenPOS may invite the customer to contact the manufacturer directly. In the case of certain specific products where GenPOS is not fully able to offer technical support, GenPOS reserves the right to recommend to the customer to communicate directly with the manufacturer of origin. Technical support service are offered by GenPOS from Monday to Friday, from 09:00 to 16:30.

16. Special Orders

GenPOS, on special agreement with the customer, can offer certain products that are not kept in inventory on a regular basis. In such circumstances the items in question will be considered "Special Order" and subject to the following specific terms and conditions:

1. A special order cannot be canceled once accepted by GenPOS. It is a final sale.
2. GenPOS may require prepayment of the products of a special order. This payment is non-refundable.
3. Additional availability may be required for a special order. GenPOS is not responsible for any inconvenience that may arise from this situation.

17. Custom made products and configurations

At GenPOS' sole discretion, and upon special agreement with the customer, GenPOS may agree to offer custom design and production services that are specific to the customer's needs and requirements. Under such circumstances, the subject items are considered "Custom Made Products" and subject to the following specific terms and conditions:

1. The research and development (R & D - design, research, prototyping, etc.) stage of the customized product is the sole responsibility of the customer and is payable in advance to GenPOS. This payment is non-refundable and is made by paying 100% of the value of the R & D stage at the time of the delivery of the purchase order in good form to GenPOS. The payment and the delivery of the purchase order confirm the acceptance by the customer of the terms of the project.
2. Following the payment of the R & D costs by the client, GenPOS will carry out the design and production of a prototype if necessary. The customer has the responsibility to validate the specifications and the prototype submitted by GenPOS, and the customer is responsible for the approval of the specifications and prototype. GenPOS will proceed

- with production only following the customer's written approval of the specifications and prototype submitted. Approval of the specification, model, concept and production of the custom product is the sole responsibility of the customer. GenPOS cannot be held responsible for the non-performance or non-conformity of a product that has been approved by the customer.
3. In order to proceed with the production of the customized concept GenPOS must receive from the customer a production purchase order. The purchase order must indicate all the elements required and relating to the customized project.
 4. A pre-payment representing 25% of the total value of the order is required to formalize the order and project agreement. This payment is non-refundable and the order cannot be canceled after this step. It's a final sale.
 5. The final payment of the order, representing the last 75% of the value, is expected within 30 days of the invoice date, subject to the credit line limit of the customer. If the amount remaining to be paid exceeds the credit limit, the excess amount must be paid promptly as soon as the order is ready to be shipped or picked up. The balance of the amount due, not exceeding the limit of the credit line, would be due NET 30. If the customer does not have a credit line, all amounts owed must be paid once the order is ready to ship or pick up.
 6. Tailored production may incur significant and additional production and availability times. GenPOS is not responsible for any inconvenience arising from the design, production and logistics of the project.

18. Validity, addendums, annexes and modifications

GenPOS reserves the right to modify at any time, at its convenience and without notice, these policies, terms and conditions. The customer is responsible for verifying its validity with GenPOS when necessary.