



HELLA, INC.
CANADIAN AFTERMARKET CONDITIONS OF SALE
(CANADIAN WAREHOUSE)

PRICES:

Current price lists. Price subject to change without notice.

MINIMUM ADVERTISED PRICE:

Prices can not be advertised more than 15% off Jobber. Each violation will result in co-op being forfeited for a period of 90 days.

TERMS OF PAYMENT:

2% 10 Days, Net 30 days from date of invoice. This means that if the invoice is paid within 10 days of the date of invoice, the customer is eligible for a 2% Quick Pay discount. This discount is only available for accounts whose payments are in good standing. A finance charge of 1.5% per month (annual percentage rate of 18%) will be applied to any amounts past due.

MINIMUM ORDER AND DROP SHIP ORDERS:

\$50.00 W.D. Net. A \$5.00 service charge will be added to orders below \$50.00.

\$5.00 Service charge will be added to drop ship orders.

TRANSPORTATION:

- Full freight prepaid on all shipments of \$750 or more in Canada. Orders ship from Mississauga, ON.
- Radiator only orders will receive full freight, prepaid on orders of 10 radiators or 4 heavy duty radiators or more (radiator only orders). For non-freight orders ship PTC, GA., BHS ships Fort Worth, TX.
- Shipments from the U.S. (Peachtree City, GA or Fort Worth, TX) are subject to U.S. Conditions of Sale.

EXPORT CONTROLS:

Hella products are subject to all U.S. export control laws, regulations and administrative policies. Diversion contrary to U.S. law is prohibited. Purchaser understands that a license, written approval or other authorization may be required from the Bureau of Industry and Security of the U.S. Department of Commerce, the Directorate of Defense Trade Controls of the U.S. Department of State or other U.S. government agency prior to the export or reexport of these items from the U.S. Guidance may be found at <http://www.pmddtc.state.gov/> and <http://www.bis.doc.gov/index.php/about-bis>. Purchaser further understands that it is unlawful to export, reexport or transfer, or to attempt to export, reexport or transfer these

items to individuals or entities on the List of Debarred Parties, Denied Persons list, Specially Designated Nationals List, Entity List, Unverified List or Nonproliferation Sanctions list, as well as sales or transfers to Embargoed Countries. It is

the purchaser's responsibility to be aware of these Lists. These lists may be accessed at:

<http://www.bis.doc.gov/index.php/policy-guidance/lists-of-parties-of-concern>.

CLAIMS:

We inspect all merchandise carefully for correct quantity, damages, and defects.

- a) Carrier assumes responsibility upon receipt and all claims for damage or carton shortages at destination must be filed by you against carrier.
- b) Claims for merchandise shortages must be filed with Hella, Inc. in accordance with our procedure and within three (3) days after receipt of shipment. Any claim after this period, will not be considered.
- c) Claims for concealed shipping damage can be processed via your local sales person. For Scrap In Field process, please contact your local sales person or Hella, Inc. Customer Service for more details.

RETURNS:

Stock returns will not be accepted unless the merchandise is complete and in saleable condition and has been previously authorized by the sales department. Returns are subject to a 15% handling charge plus a 10% repacking charge if applicable and must be accompanied by an offsetting order of at least twice the dollar value. Merchandise exchanges cannot exceed 5% of the previous years' purchases. OE replacement parts, special orders, electrics and electronics, displays, and promotional material are not eligible for return.

Merchandise returns will be accepted only if the part number appears on our current price sheet. Credits will be issued on the basis of actual price paid less the aforementioned return charges. An RGA number is required for all returns and may be obtained from Customer Service. The customer is responsible for all freight charges on returned products. Any products rejected by Hella, Inc. will be returned to the customer at the customer's expense.

Maximum Behr Hella Service (BHS) return amount is 5% of annual volume. Part number has to be a valid part number still in the current sheet.

Stock returns will be assessed a 15% handling charge for return. Any items that have to be repackaged will be subject to a 10% repackaging fee.

Upon issuance of RGA, Hella will advise of the location return should be sent to:

PTC Returns		Cancon Logistics, Inc.
102 International Drive	or	5650 Keaton Crescent, Unit B
Peachtree City, GA 30269		Mississauga, ON L5R 3G3
USA		Canada

BHS stock returns should be sent to the following address:

BHS, Parts Distribution Center
2301 Franklin Drive
Fort Worth, TX 76106
USA

WARRANTY:

For a complete consumer warranty policy and details of Hella, Inc.'s product warranty exceptions, please refer to our current Suggested Jobber Price Schedule and website.

Hella standard limited warranty guarantees Hella products to be free from defects in materials and workmanship for the period of one (1) year after retail purchase from an authorized Hella dealer.

When a Hella product is suspected to be defective, contact your Customer Service Representative for warranty submission. All warranty returns require a Return Goods Authorization (RGA) number clearly marked on the outside of the carton being returned. The entire product must be returned, not just suspected defective part(s), shipped freight prepaid, together with the detailed written description of suspected failure. Hella reserves the right to provide repaired or replaced product via freight prepaid.

Credit will be issued upon inspection and acceptance of defective goods. Customer Service will notify you of rejected claims. You will have ten (10) working days from date of notification to request return of product to your facility freight collect. If no response is received, product will be discarded and no credit will be issued.

This Hella limited warranty is given in lieu of all other warranties expressed or implied. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Upon issuance of RGA, Hella will advise of the location warranty return should be sent to:

PTC Returns
102 International Drive
Peachtree City, GA 30269
USA

or

Cancon Logistics, Inc.
5650 Keaton Crescent, Unit B
Mississauga, ON L5R 3G3
Canada

BACK ORDERS:

Unless otherwise specified by the customer, all orders for merchandise temporarily out of stock will be held on back order and shipped when available.

SPECIAL ORDER ITEMS:

Customer Purchase Orders for Special Order Items are non-cancellable. Special Order Items are defined as non-stocking parts that are marked as such in price sheet or do not appear in the current Hella, Inc. price lists.

ORDER PLACEMENT:

Hella, Inc. - Canada

201 Kelly Drive

Peachtree City, GA 30269

USA

Tel: (770) 631-7500 / 1-877-224-3552

Fax: (770) 631-7575