

## **TERMS & CONDITIONS**

<b>1. INTRODUCTION.....</b>	<b>PAGE 2</b>
<b>2. PRICING POLICY.....</b>	<b>PAGE 2</b>
<b>3. FREIGHT / SHIPPING POLICY.....</b>	<b>PAGE 2</b>
<b>4. RETURN POLICY.....</b>	<b>PAGE 3</b>
<b>5. PAYMENT TERM POLICY.....</b>	<b>PAGE 3</b>
<b>6. PRIVACY POLICY.....</b>	<b>PAGE 3</b>
<b>7. WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT .....</b>	<b>PAGE 4</b>
<b>8. GENERAL.....</b>	<b>PAGE 4</b>
- <b>Comments or Questions.....</b>	<b>PAGE 4</b>
- <b>Website Information.....</b>	<b>PAGE 4</b>
- <b>Modification.....</b>	<b>PAGE 4</b>
- <b>Trade Marks.....</b>	<b>PAGE 4</b>
- <b>External Links.....</b>	<b>PAGE 4</b>
- <b>Warranty.....</b>	<b>PAGE 4</b>
- <b>Programming Fees.....</b>	<b>PAGE 5</b>
- <b>Ordering Process.....</b>	<b>PAGE 5</b>



### **1. INTRODUCTION:**

- Canada Two Way created an e-commerce website for your everyday community. The terms and conditions are organized in different categories where relevant information is provided for your own use. Canada Two Way's terms and conditions are subject to change without notice.

### **2. PRICING POLICY:**

- Canada Two Way's pricing is in Canada currency.
- All product(s) shipped to destinations in Canada are subject to Federal and Provincial/Territorial Sales Tax Rates; Canadian Goods and Services Tax (GST), Provincial Sales Tax (PST), Harmonized Sales Tax (HST), Retail Sales Tax (RST) or Quebec Sales Tax (QST).
  - British Columbia: 5% (GST), 7% (PST)
  - Alberta: 5% (GST)
  - Saskatchewan: 5% (GST), 5% (RST)
  - Manitoba: 5% (GST), 8% (RST)
  - Ontario: 13% (HST)
  - Quebec: 5% (GST), 9.975% (QST)
  - New Brunswick: 13% (HST)
  - Nova Scotia: 15% (HST)
  - Prince Edward Island: 14% (HST)
  - Newfoundland and Labrador: 13% (HST)
  - Yukon: 5% (GST)
  - Northwest Territories: 5% (GST)
  - Nunavut: 5% (GST)
- Specific discounts on Canada Two Way's website are only applied to selected two-way radios with quantity amount of 10 – 49 two-way radios. The price adjustments will be reflected in the cart.
- All prices are not negotiable on Canada Two Way's website. No other further discounts will be applied.

### **3. FREIGHT/ SHIPPING POLICY:**

- Canada Two Way is not responsible for the cost of freight/shipping. All freight/shipping costs of our choice will be billed and paid by the purchaser. The freight/shipping cost is not included in the price of any of the products on Canada Two Way's website.
- Purolator Reference:  
[https://www.purolator.com/assets/pdf/legal/terms\\_conditions2\\_en.pdf](https://www.purolator.com/assets/pdf/legal/terms_conditions2_en.pdf)
  - *Purolator Ground®: Delivery from most points in Canada to most points in Canada by End of Day within two to six business days.*

- *Purolator Express®: Delivery guaranteed\* from most points in Canada to most points in Canada by End of Day the next business day. However, where it is not possible to effect delivery by the next business day, delivery will be guaranteed End of Day on the business day specified by Purolator.*



#### 4. **RETURN POLICY:**

- Canada Two Way will only apply a refund 15 days after the invoice date.
- If you wish to return a product(s) purchased from Canada Two Way's website, please contact us by E-mail: [admin@canadatwoway.com](mailto:admin@canadatwoway.com) to request a Return Authorization. Include a detailed note with each product(s) clearly stating why you wish to return the product(s).
- The original invoice(s) from your Canada Two Way purchase is mandatory.
- Original and undamaged packaging of all product(s) originally included by the manufacturer and/or Canada Two Way (including all manuals and accessories).
- The purchaser's Name, Address, Telephone Number and Signature are required and mandatory. A Valid government-issued photo ID may be requested to confirm this information.
- Returned product(s) must be received by Canada Two Way in the original package, undamaged and complete with all items and accessories originally included with the product(s). Damaged shipments, or incomplete returns will not be accepted for refund.
- Freight/shipping charges are non-refundable; however, Canada Two Way will gladly refund your original shipping cost if you are returning a product(s) because of an error on our part or we have determined that the product(s) is defective.
- **IMPORTANT:** In the event that a returned order has product(s) missing, the order may be refused, or the value of each individual product(s) of the missing materials will be deducted from the total credit amount.

#### 5. **PAYMENT TERM POLICY:**

- Canada Two Way, accepts payments of only Visa, Visa Debit, MasterCard, Amex, Japan Credit Bureau, China Union Pay and Discover processed by Beanstream.
- Beanstream Reference: <http://www.beanstream.com/about/security-and-pci-compliance/>
  - *"Beanstream is a PCI Level (the highest level) certified service provider. This means we hold to the highest industry standards for data protection and network security, and your business and cardholder data is safe with us. As part of our ongoing security program we perform rigorous checks of our systems, both internally and via independent third-parties, to ensure we meet and exceed card association requirements."* - Beanstream

#### 6. **PRIVACY POLICY:**

- Canada Two Way respects your privacy.
- Any information collected on Canada Two Way's website will be secure.
- Consent will be requested by the Owner's of the Website, Canada Two Way, before



distributing of any customer information.

**7. WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT:**

Inasmuch as Canada Two Way has no opportunity to supervise the manufacture, installation or maintenance of the items supplied by it, nor any opportunity to participate in the design and functionality of any infrastructure items purchased by us may interact with, the purchaser by placing an order and accepting said merchandise from Canada Two Way agrees that all materials purchased will be used solely at purchaser's risk, in keeping with all Government regulations, manufacturers restrictions and warnings, and that purchaser will indemnify and hold Canada Two Way, its owners and employees, free and harmless from all loss, liability or damage resulting from claims brought by any reason for any use, misuse, or alleged failure or defect of any item(s) or part(s) supplied by Canada Two Way.

**8. GENERAL:**

- **Website Information:** Canada Two Way may at any time change or discontinue without notice, any aspect or feature of any of the products displayed on Canada Two Way's website.
- **Modification:** Canada Two Way may at any time modify any relevant terms and conditions, policies or notices. Viewers are responsible for reviewing the current version of the terms and conditions each time the viewer visits the Canada Two Way website. All previous versions of the terms and conditions shall be considered as outdated and obsolete by the current version of the terms and conditions on Canada Two Way's website. It is your responsibility to review these terms and conditions regularly.
- **Trade Marks:** The trade marks, names, logos...etc. displayed on Canada Two Way's website are registered and unregistered trade marks of the Owners of the Website. *MOTOROLA, MOTO, MOTOROLA SOLUTIONS and the stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. All other trademarks are the property of their respected owners. 2014 Motorola Solutions, Inc. All rights reserved.*
- **External Links:** The external links provided on Canada Two Way's website are for your convenience, but they are beyond the control of the Owners of the Website and no representation is made as to their content. It is at your own risk to use the content provided of any external links listed on Canada Two Way's website.
- **Warranty:** Canada Two Way shall follow through with a warranty of 36 Months for Vertex Standard Portables and Mobiles and 12 Months for Vertex Standard Accessories from invoiced date provided by Canada Two Way. Canada Two Way shall follow through with a warranty located in the "Quick Reference Guide" Booklet in the Motorola Solutions Portable and Mobile product(s). Any tampering with, misuse of or damage for any reason to the product shall invalidate this warranty. If you wish to follow through with the warranty, please contact us by E-mail: [admin@canadatwoway.com](mailto:admin@canadatwoway.com) to let us know that you will be sending the product(s) back for a warranty. Canada Two Way is not responsible for the cost of freight/shipping (Purolator Ground or Purolator Express) to obtain and process the

warranty for the product(s). All freight/shipping costs of our choice will be billed and paid by the purchaser.

- **Programming Fees:** Canada Two Way's cost of the programming is \$5.00 (Canadian Currency) per two-way radio. Canada Two Way is not responsible for the cost of freight/shipping to obtain and process the programming for the product(s). All freight/shipping costs of our choice will be billed and paid by the purchaser. The freight/shipping and the programming fees is not included in the price of any of the products.
- **Ordering Process:** Once the payment is approved and complete, Canada Two Way will send a Confirmation Email saying the order and payment is received. Canada Two Way will ready the product(s) for shipment and will ship it in two weeks from the Confirmation Email date. After the two weeks, the shipping will depend on the option the purchaser chooses, whether it be Purolator Express or Purolator Ground.