



Shredding Made Simple.

These Terms and Conditions of Sale apply to the purchase of goods and related services manufactured, marketed, distributed, sold and/or supplied by BINS4 Shredding Inc. (BINS4)

In these Terms and Conditions:

## 1. DEFINITIONS.

For purposes of these Terms and Conditions, the following terms shall have the meanings set out below:

- (a) **“Contract”** means a contract between BINS4 and the Customer for the sale and purchase of Goods in accordance with these Terms and Conditions;
- (b) **“Customer”** means the person, firm, company, corporation or public authority placing an order with BINS4 to purchase the Goods;
- (c) **“Delivery Destination”** means the location specified in a Contract for the delivery of the Goods ordered by the Customer under that Contract;
- (d) **“Goods”** means goods manufactured, marketed, distributed, sold and/or supplied by BINS4 and any services that BINS4 agrees in writing to provide in relation to such goods; <sup>2</sup>
- (e) **“Terms and Conditions”** means the terms and conditions of sales set out in this document and any special terms and conditions agreed in writing by BINS4.

## 2. TERMS AND CONDITIONS APPLICABLE.

**2.1** These Terms and Conditions shall apply to all Contracts to the exclusion of other terms and conditions including any terms or conditions which the Customer may purport to apply under any purchase order, confirmation of order, or other similar document.

**2.2** The placing of any order by the Customer orally or in writing and whether or not a quotation has been submitted shall constitute an offer by the Customer pursuant to these Terms and Conditions and the Contract shall be affected if and when such an offer is accepted in writing by BINS4.

**2.3** Any variation of these Terms and Conditions (including any special terms and conditions

agreed between the parties) shall be inapplicable unless expressly agreed in writing by BINS4.

The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of BINS4 which is not set out in the Contract.

**2.4** Quotations issued by BINS4 do not constitute an offer by BINS4 to supply the Goods referred to therein. BINS4 reserves the right to decline to accept a Contract or to cancel an accepted Contract, at any time, including, without limitation, in the event there is an error, typographical error, inaccuracy, omission or mistake to the price of any of BINS4 Goods or Goods descriptions, promotions, offers or availability.

**2.5** Sales literature, price lists, information made available via BINS4 website [www.bins4shredding.com](http://www.bins4shredding.com) (the "Site") and other documents issued by BINS4 in relation to the Goods are subject to alteration without notice and do not constitute offers to sell the Goods which are capable of acceptance.

**2.6** Any typographical, clerical or other accidental errors or omissions in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by BINS4 shall be subject to correction without any liability on the part of BINS4.

### **3. THE GOODS.**

**3.1** The specification for the Goods shall be that set out in BINS4 sales documentation unless variation is expressly agreed in writing by BINS4. Illustrations, photographs or descriptions whether in catalogues, brochures, price lists or other documents issued by BINS4 are intended as a guide only and shall not be binding on BINS4.

**3.2** BINS4 reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable safety or other statutory or regulatory requirements or, where the Goods are to be supplied to the Customer's specification, which do not materially affect <sup>2</sup> their quality or performance.

### **4. PRICE.**

**4.1** In such cases where the Goods are sold by reference to BINS4 published price list, the price payable for the Goods shall be the price stipulated in BINS4 published price list current at the date of the Contract, or the date on which the Goods were ordered by the Customer (as applicable). BINS4 reserves the right to decline orders under previously issued price lists. BINS4 may also at its sole discretion only accept orders at prices pursuant to unexpired price lists issued in the current calendar year. Otherwise, the price payable for the Goods shall be the price agreed upon by BINS4 and the Customer.

**4.2** BINS4 reserves the right, by informing the Customer in writing, verbally or otherwise, at any time before delivery or provision, to increase the price of the Goods to reflect any increase in the cost to BINS4 which is due to any factor beyond the control of BINS4 (including, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, tariffs, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods and services which are requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give BINS4 adequate information or instructions.

**4.3** The price is exclusive of HST/GST/QST (or any similar tax) or any tax or duty relating to manufacture, transport, export, import, sale or delivery of the Goods. The price is exclusive of freight costs unless otherwise agreed in writing by BINS4.

**4.4** All prices quoted to Canadian customers are in Canadian Dollars unless otherwise specified, and all payments must be made in Canadian Dollars unless otherwise agreed in writing by BINS4. All prices quoted to American customers are in U.S. Dollars unless otherwise specified, and all payments must be made in U.S. Dollars unless otherwise agreed in writing by BINS4.

## **5. DELIVERY**

**5.1** Delivery shall take place by such method as BINS4 in its sole discretion decides, to the location specified by the Customer (the "Delivery Destination"), on or as close to the Delivery Date as is reasonably practicable for BINS4 to determine in its sole discretion in the circumstances. For the avoidance of doubt, the Delivery Date is approximate only, and unless otherwise expressly agreed in writing by BINS4, time is not of the essence for delivery.

**5.2** No delay in the delivery of the Goods shall affect the price of the Goods or entitle the Customer to reject any delivery or any further instalment or part of the order or any other order from the Customer or to repudiate the Contract or the order.

**5.3** If the Customer fails to take delivery of the Goods or any part of them on the Delivery Date <sup>2</sup> and/or fails to provide any instructions, documents, licences, consents or authorizations required to enable the Goods to be delivered on that date, BINS4 shall be entitled to store or arrange for the storage of the Goods and upon informing the Customer of same risk in the Goods shall pass to the Customer, delivery shall be deemed to have taken place and the Customer shall pay to BINS4 all costs and expenses including storage and insurance charges arising from such failure.

**5.4** BINS4 shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion

of goodwill and similar loss), costs damages, charges or expenses caused directly or indirectly by a delay in the delivery of the Goods (even if caused by BINS4 negligence), nor shall any delay entitle the Customer to terminate or rescind the Contract unless such delay exceeds three hundred and sixty-six (366) days.

## **6. PAYMENT**

**6.1** Unless otherwise agreed to in writing by BINS4 under the Contract, all orders for Goods are to be paid by the Customer in advance of BINS4 processing any orders for Goods. If BINS4 agrees in writing to credit terms, the Customer shall pay the price of the Goods (less any discount or credit allowed by BINS4, but without any other deduction, credit or set off) within 30 calendar days following the date of BINS4's invoice or otherwise in accordance with such credit terms as may have been agreed in writing between the Customer and BINS4 in respect of the Contract. Payment shall be made by the due date notwithstanding that delivery or provision may not have taken place and/or that the property in the Goods has not passed to the Customer. The time for the payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.

**6.2** If at any time BINS4 is not satisfied as to the creditworthiness of the Customer, BINS4 may, at its sole discretion, refuse to allow any further credit-based purchases and change the terms of payment for any and all existing orders to cash and all amounts owing by the Customer to BINS4 shall be immediately payable in whatever form acceptable to BINS4 (whether by wire transfer, credit card payment, cheque, cash or otherwise). If BINS4 is not satisfied as to the creditworthiness of the Customer, then at BINS4 sole discretion, no further orders for Goods will be processed and no existing Goods will be delivered or provided to the Customer other than against immediate payment in a form of payment acceptable to BINS4.

**6.3** The Customer may not withhold payment of any invoice or other amount due to BINS4 by reason of any right of set-off or counterclaim which the Customer may have or allege to have or for any reason whatsoever.

## **7. LATE PAYMENT**

**7.1** In the event that Customer fails to make payment of any invoice within its due date for payment then BINS4 shall be entitled to (without limitation):

**(a)** Unless otherwise stated by BINS4 in writing in the particular circumstances, <sup>2</sup> charge interest on such invoice from the date of the invoice until the date of payment of the invoice at 2% per month compounded monthly (i.e. an annual percentage rate of 24% compounded monthly) and such interest shall accrue at such rate after as well as before judgment;

**(b)** Charge additional interest in accordance with the provisions of the Courts of Justice Act (Ontario) at such rates and for such times as may be permitted under the Act;

**(c)** Suspend or cancel deliveries of any Goods due to the Customer; and

**(d)** Appropriate any payment made by the Customer to such of the Goods (or any other Goods supplied under any other Contract with the Customer) as BINS4 sees fit in its sole discretion.

**7.2** For the avoidance of doubt, the rights and remedies of BINS4 set forth hereto are cumulative, not exclusive, and the exercise of one thereof shall not deprive BINS4 of the right to exercise others.

**7.3** BINS4 shall be entitled to exercise the remedies in Section 7.1 above notwithstanding that risk and / or title to the Goods may not have passed to the Customer.

## **8. RISK AND RETENTION OF TITLE**

**8.1** Risk of damage to or loss of the Goods shall pass to the Customer at:

**(a)** in the case of Goods to be delivered at BINS4's premises, the time when BINS4 informs the Customer that the Goods are available for collection; or

**(b)** in the case of Goods to be delivered otherwise than at BINS4's premises, the time of delivery or, if the Customer wrongfully fails to take delivery of the Goods, the time when BINS4 has tendered delivery of the Goods.

**8.2** Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Terms and Conditions, legal and beneficial title to the Goods shall not pass to the Customer until BINS4 has received in cash or cleared funds payment in full of the price of the Goods.

## **9. CONTRACT CANCELLATIONS AND CHANGES**

**9.1** Unless provided for under these Terms and Conditions or as otherwise agreed to in writing by BINS4, no cancellations or changes to a Contract will be accepted, and the Goods will be delivered to the delivery address set out in the applicable Contract.

**9.2** BINS4 reserves the right to charge a change fee of \$250 or more (in the currency used <sup>2</sup> in the applicable BINS4 invoice) with respect to any changes made to a Contract at the Customer's request.

## **10. RETURNS POLICY**

**10.1** Goods may be returned within 30 days of receipt with satisfactory proof of purchase, provided that the Goods: (a) are in saleable condition, (b) are unworn and unused with and in all original, sealed packaging and tags attached, and (c) are not subject to the exclusions listed in Section 10.2 below. BINS4 shall have no obligation to assist in the removal of any installed Goods

prior to return or to install any replacement Goods. If the Customer is unable to provide satisfactory proof of purchase, BINS4 at its absolute discretion reserves the right not to offer a refund. All returns are subject to a 25% restocking fee and freight charges at BINS4's sole discretion. BINS4 is not required to provide the Customer with a copy of the original receipt to facilitate a refund, insurance or warranty claim.

**10.2** Goods not eligible for return: (a) custom Goods, built-to-order modified Goods or special ordered Goods; and (b) promotional Goods where stated as final sale by BINS4 at the time of invoice. If the Customer is unsure whether the Goods the Customer is purchasing are custom Goods, built-to-order Goods or special-order Goods, the Customer may inquire with BINS4's Customer Service Team, although the Customer acknowledges and agrees that such types of goods are not eligible for return under BINS4's Returns Policy whether or not the Customer inquires with BINS4's Customer Service Team. For avoidance of any doubt, built-to-order Goods are Goods for which the Customer selects one or more optional, predetermined features that BINS4 offers for those Goods, whereas custom Goods are Goods for which the Customer requests one or more custom modifications, where those custom modifications are not predetermined features that BINS4 offers for those Goods.

**10.3** Where Goods are purchased with a gift or bonus offer, the gift or bonus must also be returned (unless otherwise stated). If the Customer is unable to return the gift or bonus or it is not in saleable condition, the value of any available refund will be reduced by the value of the gift or bonus. In the instance of bundle offers, all items within the bundle must also be returned or the value of the unreturned items will be deducted from any available refund.

**10.4** Where BINS4 issued a bonus gift card at the time of purchase (if applicable), the bonus gift card must also be returned with the merchandise to qualify for a refund. Where the bonus gift card has been fully or partially redeemed; the amount redeemed will be deducted from any available refund under this Section 10.

## **11. WARRANTY POLICY**

**11.1** If the Goods arrive damaged or defective, the Customer must make note of damage on the Bill of Lading and notify BINS4 immediately, and send BINS4 pictures of the packaging and the damaged or defective product for assessment. If the Goods that arrived damaged or defective but the damage or defect was not visible at the time of delivery (i.e. the damage or defect was inside the Goods or was not visible because the packaging was covering it) then the Customer must notify BINS4 of the damage or defect and provide BINS4 with pictures of the damaged or defective product

within 7 days of delivery if the Customer wishes to make a warranty claim. Failure to comply with the foregoing will render the warranty for the Goods void. Where BINS4 determines that the Goods arrived damaged or defective (“Reviewed Goods”), BINS4 will repair or replace the applicable Reviewed Goods (as BINS4 considers reasonable).

**11.2** Subject to the remainder of this paragraph, Goods are covered by a five (5) year limited warranty from the date of purchase. Warranty covers against defects in materials and workmanship under normal use. Only original, unaltered, and unmodified materials and workmanship are covered by this warranty policy. Damages caused by misuse, abuse, accidents, neglect, the natural breakdown of materials over time, or problems that may be reasonably expected with normal wear or failure to follow care instructions, all as determined by BINS4 at its sole discretion, are not covered by this limited warranty. Certain Goods may be excluded from this limited warranty as indicated at the time of sale.

**11.3** The provisions of Section 11 state the exclusive and sole remedy for breach of warranty. The provisions of this Section 11 do not renew or extend the original warranty period of any Goods that have been repaired or replaced by BINS4.

## **12. INTELLECTUAL PROPERTY RIGHTS.**

**12.1** As between BINS4 and the Customer, all intellectual property rights and all other rights in the Goods shall be owned by BINS4.

**12.2** These Terms and Conditions do not grant either party the right to use the other party’s trademarks. A party’s trademarks shall remain the property of that party. BINS4 will only use the Customer’s trademarks to label Goods for the Customer or on the packaging or labelling thereof where requested by the Customer and agreed to by BINS4.

**12.3** The Customer shall indemnify BINS4 and hold it harmless against any and all actions, costs (including, without limitation, the costs of defending any legal proceedings), claims, proceedings, accounts and damages in respect of any infringement of any patent, registered design, copyright, trademark or other industrial or intellectual property rights resulting from compliance by BINS4 with the Customers’ specific instructions relating to the use of the Customer’s intellectual property rights.

**12.4** Subject to Section 12.2, all submissions by the Customer and the contents thereof (including ideas, concepts, feedback, suggestions, graphics, images, text, statements, comments and other information) along with related intellectual property rights (collectively the “Submitted Content”) will automatically become the property of BINS4 without any compensation to the Customer the [\[2\]](#)

moment any of same are submitted, uploaded, posted, sent or otherwise made available or communicated by the Customer to BINS4. The Customer agrees that BINS4 shall be free to use, compile, process, adapt, disclose, reproduce, license, distribute and/or otherwise exploit the Submitted Content for any purpose and as BINS4 sees fit in its sole discretion, entirely without obligation or restriction of any kind on account of intellectual property rights or otherwise. The Submitted Content, even if designated as confidential by you, shall not, absent a separate written agreement signed by BINS4, create any confidentiality obligation for BINS4. There is also no obligation for BINS4 to review any of the Submitted Content.

### **13. PRIVACY.**

The Customer acknowledges and agrees that details of the Customer's name, address and payment record may be submitted to a credit reference agency, and personal data will be processed will be kept, used and disclosed by BINS4 in accordance with BINS4 Privacy Policy in performance of the Contract. The Customer may review BINS4 Privacy Policy at [<https://www.bins4shredding.com/privacy-policy/>]

### **14. RISK AND LIABILITY.**

**14.1** The Customer agrees to indemnify, defend and hold harmless BINS4 and its partners, attorneys, staff, advertisers, product and service providers, and affiliates from and against any and all liability, loss, damage, claim, cost and expense, including reasonable attorney's fees, arising out of or related to: (i) the Customer's breach of these Terms and Conditions; and (ii) any action taken by BINS4 as part of its investigation of a suspected violation of these Terms and Conditions.

**14.2** Other than as expressly set forth herein, goods are provided on an "as-is" basis and BINS4 expressly disclaims any and all other representations, warranties, covenants, guarantees and/or assurances, express or implied, relating to or arising out of the contract and/or any goods, including any representations, warranties, covenants and/or guarantees as to accuracy, uninterrupted or error-free service, accessibility, security, merchantability, non-infringement of third-party intellectual property rights, quality, durability or fitness for a particular purpose and those arising by statute or otherwise, or from a course of dealing or usage or trade. No oral or written information or advice given by BINS4 or any authorized representative of BINS4 shall create a representation, warranty, covenant, guarantee and/or assurance. any such information and advice is given and accepted at the customer's risk.



**14.3** The Customer agrees that BINS4, and BINS4's directors, officers, employees, agents or other representatives, will not be liable for any direct, special, incidental, indirect, or consequential damages of any kind, or for any damages whatsoever resulting from or relating to: (1) loss or liabilities resulting from acts or events beyond BINS4's control; (2) data non-delivery, mis-delivery, corruption, destruction or other modifications; or (3) damages or consequences arising from or related to the inappropriate or unauthorized use of the Goods or related services.

**14.4** In no event, shall BINS4 be liable for or obligated in any manner for any special, consequential, indirect, punitive, exemplary, aggravated and/or the like damages, including by way of example but not by way of limitation, such damages as loss of use or loss of profits, whether or not BINS4 has been advised of the possibility of such damages however caused, whether from negligence, breach of warranty, strict liability, tort, contract or any other legal theory, arising out of or in relation to the contract or the sale, use or handling of the goods, including any liability which may arise out of third-party claims against the customer bins4's liability as to delivery ceases upon delivery of the goods purchased hereunder to carrier at shipping point in good condition; the carrier acting as the customer's agent. without limiting any of the foregoing, BINS4's maximum aggregate liability and the total, maximum aggregate liability of BINS4's representatives, arising from or relating to these terms and conditions (regardless of the form of action or claim, e.g., contract, tort (including negligence), strict liability, or any other legal theory) is limited to the following: for the first 90 days after the goods have been ordered, the price of the goods paid by the customer, and thereafter five dollars (\$5) Canadian.

## **15. INDEMNIFICATION.**

The Customer shall indemnify and hold BINS4, its affiliates and their respective directors, officers, employees, agents, representatives, contractors and/or consultants harmless from and against any claim, demand, suit, liability, loss, costs and/or damage, together with any attorney's fees and expenses with respect to its defense in connection with the same, resulting from any claim, demand, suit or action, including those arising out of personal injury, property damage, product liability or environmental harm, brought against BINS4 relating to and/or arising from the Customer's (a) negligent and/or reckless acts or omissions arising from or connected with the Contract, (b) willful misconduct arising from or connected with the Contract, (c) use of any Goods, and/or (d) compliance with any use or license terms imposed on the Customer by the licensor and/or supplier of any third-party technology, software, hardware, equipment and/or other materials used by BINS4 and/or the Customer in connection with the Goods.

## **16. GENERAL TERMS.**

**16.1** Law and Jurisdiction. These Terms and Conditions and all matters relating to the subject

matter hereof shall be governed by and construed in accordance with the laws of the Province of Ontario (without regard to conflict of law principles). All legal proceedings arising out of or in connection with these Terms and Conditions shall be brought solely in the courts of the Province of Ontario. The parties hereby expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods and the Ontario Sale of Goods Act, as amended, <sup>2</sup> replaced or re-enacted from time to time.

**16.2 Limitations.** Any cause of action by the Customer arising under or in relation to these Terms and Conditions or the subject matter hereof must be instituted within one (1) year after the cause of action arose or shall be forever waived and barred.

**16.3 Reservation of Rights.** No remedy conferred upon or reserved in BINS4's favour under these Terms and Conditions will exclude any other remedy so conferred or reserved or existing at law or in equity but each will be cumulative and in addition to every other remedy given under these Terms and Conditions or existing at law or in equity.

**16.4 Force Majeure.** BINS4 shall not be liable for any failure of or delay in the performance of any Order or these Terms and Conditions for the period that such failure or delay is due to fire, flood, explosion, lightning, windstorm, earthquake, subsidence of soil, discontinuity in the supply of power, war, governmental interference, civil commotion, riot, terrorism, strikes, labour disturbance, failure or destruction, in whole or in part, of machinery or equipment or failure of supply of materials, transportation difficulties, labour shortage, or any other cause beyond the reasonable control of BINS4 (each a "Force Majeure event"). In the event of a shortage or anticipated shortage of supplies, utilities or materials affecting the production, shipment or delivery of Goods caused by any of the above-mentioned Force Majeure events, BINS4 will, subject to its sole discretion, (i) allocate BINS4 resources for use in BINS4 production facilities as they in their sole discretion see fit, and (ii) allocate Goods and/or services among buyers in a manner and order that they in their sole discretion see fit. The allocations made by BINS4 shall be conclusive and binding upon the Customer, and may take into account reservations of capacity purchased by other customers. BINS4 shall not be obliged to make-up any deficiencies hereunder due to any such Force Majeure event.

**16.5 Waiver.** The Parties agree that no failure by either Party to enforce the performance of any provision in these Terms and Conditions or under the Contract shall constitute a waiver of the right to subsequently enforce that provision or any other provision. Such failure shall not be deemed to be a waiver of any preceding or subsequent breach and shall not constitute a continuing waiver.

**16.6 Severance.** The Parties agree that, in the event that one or more of the provisions of these Terms and Conditions or the Contract are found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions (and, by extension, the Contract). The remainder of these and the Contract shall be valid and enforceable.

**16.7 No Partnership.** No agency, partnership, joint venture or franchise relationship is implied, intended or created by these Terms and Conditions or the provision of any Goods.

**16.8** The language in all parts of these Terms and Conditions shall be in all cases construed simply according to its fair meaning and not strictly for or against any of the parties hereto. Any rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of these Terms and Conditions. Each of the terms “including”, “include” and “includes”, when used in the Contract, is not limiting whether or not non-limiting language (such as “without limitation” or “but not limited to” or words of similar import) is used with reference thereto.

**16.9** The division of these Terms and Conditions into Sections and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation of these Terms and Conditions. Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing gender include all genders.

**16.10** The Parties acknowledge that they require that these Terms and Conditions be drawn up in the English language only. Les Parties reconnaissent qu’elles ont exigé que la présente convention soit rédigée en langue anglaise seulement.

Contact Us

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Hours: Monday - Friday 8:00am - 4:30pm EST

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