



Industrial Drive Service Inc. – General Terms and Conditions of Sale

These General Terms and Conditions of Sale (the “Terms”) govern all sales of goods and provision of services by Industrial Drive Service Inc. (hereinafter referred to as “IDS”) to any purchaser (the “Purchaser”). By accepting delivery of goods or services, making payment in part or in full, or failing to object to these Terms within five (5) days of receipt, Purchaser confirms full acceptance of these Terms. Any additional or conflicting terms proposed by Purchaser are expressly excluded unless agreed to in writing by IDS.

1. Payment Terms

IDS accepts payment via Electronic Funds Transfer (EFT), Wire Transfer, E-Transfer, or Credit Card (subject to a 3.4% processing fee). Unless stated otherwise, prices exclude freight, duties, tariffs, installation, or commissioning fees. If a customer does not use a broker, any fees incurred will be charged directly to the customer.

2. Pricing and Taxes

All quoted prices are subject to correction of obvious errors at IDS’s discretion. Prices are F.O.B. point of shipment and include standard domestic packaging unless otherwise specified. Prices do not include applicable taxes, which shall be the responsibility of the Purchaser.

3. Delivery

Delivery schedules are estimates only and are based on prevailing market conditions and availability of materials. IDS shall not be liable for delays caused by events beyond its reasonable control, including but not limited to supply chain disruptions, natural disasters, transportation delays, or labour disputes.

4. Risk of Loss

Risk of loss transfers to Purchaser upon delivery to a commercial carrier. Claims for shortages or damages must be made in writing within ten (10) days of receipt of goods. Partial shipments may be made at IDS’s discretion.

5. Warranty

Goods supplied by IDS are warranted against defects in material and workmanship for a period of twelve (12) months from the date of installation or eighteen (18) months from date of shipment, whichever occurs first, unless otherwise agreed to in writing. For components not manufactured by IDS, the original manufacturer’s warranty shall apply where assignable. Warranty coverage is limited to repair or replacement of defective parts and excludes travel, labour, and incidental costs.



6. Limitation of Liability

IDS shall not be liable for indirect, incidental, consequential, or special damages of any kind, including but not limited to loss of profits, downtime costs, or damage to property or equipment, arising from the sale, delivery, installation, or use of goods or services provided.

7. Governing Law

These Terms shall be governed exclusively by the laws of the Province of Ontario and the federal laws of Canada applicable therein. Any disputes arising hereunder shall be subject to the exclusive jurisdiction of the courts of Ontario.

For complete warranty details, return procedures, or additional contractual provisions, please contact IDS at:

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