



Return Authorization (RA) Form

****This is an information gathering form only. Please fill-in and fax 905-564-3569 or email returns@toacanada.com to TOA Canada Corporation, and wait for a formal response. If this is for DEMO EVALUATION product, please ensure all products are returned within the allotted evaluation period or a maximum of 30 days, otherwise product will be invoiced. This form does not authorize the return of any product back to TOA Canada Corporation.****

1. Dealer Name:	
2. Contact Person:	
3. Phone Number:	
4. Email/Fax Number:	
5. TOA Invoice Number/ Your PO Number:	
6. TOA Invoice Date:	
7. Model Number:	
8. Serial Number:	
9. Quantity:	
10. * Re-ordered: Product & Invoice Number	
11. Reason for Return <i>(Credit, Inspection by Technical Department)</i>	
12. Condition of Product <i>(unopened, opened not installed, opened tested in shop, opened and installed/used on site. Re-stocking fee will be applied if Product condition is not as stated on approved RA request.)</i>	

*** Please ensure your Re-ordered Product purchase order is sent to customerservice@toacanada.com**

Any incomplete fields will result in your RA not being processed.

It may take a couple days to issue a response to this form.

NOTE: You do not have to return the Terms & Conditions with the completed RA Request form. By submitting this RA Form, you agree to TOA Canada Corporation's Terms and Conditions.

E-mail Form

TOA Canada Corporation

6150 Kennedy Road, Unit 3 • Mississauga • ON • L5T 2J4
Tel: 1-800-263-7639 or 905-564-3570 • Fax: 1-800-436-3569 or 905-564-3569
customerservice@toacanada.com • www.TOAcanda.com



Terms and Conditions: Effective January 1, 2018

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY.

These Terms and Conditions of sale are applicable to all purchase orders and form a legal agreement between you, as purchaser and reseller ("Reseller") of products identified in TOA Canada Corporation's current published price list or otherwise made available ("TOA Products"), and TOA Canada Corporation ("TOA Canada"). No variation of these Terms and Conditions shall be binding unless agreed in writing by TOA Canada.

The following are the terms and conditions pursuant to which TOA Canada (a) sells certain designated TOA Products to Reseller for the purpose of allowing Reseller to resell and distribute such products to customers, and (b) authorizes Reseller to resell such TOA Products. Any terms or conditions contained in any purchase order, request for quotation, acceptance or other purchasing documents for TOA Products which are inconsistent with, different from or in addition to these Terms and Conditions are void.

TOA Canada makes no warranties, representations or conditions to any customer or other third party concerning TOA Products except those set forth herein.

TERMS

1. **Effective January 1, 2018** Supersedes all previous price lists and Terms and Conditions.
2. 2% / 25 Net 30 days unless otherwise indicated on the TOA Canada invoice. Cash discount is not available on payments made by credit card nor is it allowed on freight or taxes. A monthly service charge of up to 1.3/4% (21% per annum) may be added to past due balances, which may include legal fees, expert fees, and court costs. Ownership of TOA Products only transfers to Reseller upon full payment of invoice.
3. Each order is deemed a separate transaction. Each shipment of TOA Products constitutes a separate sale. Reseller is obligated to pay for such sale whether a shipment is in whole or partial fulfillment of an order.
4. TOA Products are sold only through authorized dealers and distributors. Possession of this price list does not constitute the right to purchase TOA Products.
5. TOA Canada reserves the right to accept or refuse any order, and all orders are subject to approval by TOA Canada's Credit Department prior to release. Reseller shall provide TOA Canada with financial information that TOA Canada may reasonably request, and TOA Canada may in its sole discretion delay shipment of TOA Products if Reseller fails to meet credit requirements.
6. Goods sold under special pricing or payment terms are considered "FINAL SALE".
7. NSF cheques - An administration fee of \$30 will be paid by Reseller for each instance where a cheque is returned due to insufficient funds, or where payment has been stopped.
8. Taxes: Prices are subject to Harmonized Sales Tax, Goods and Services Tax and Provincial Sales Tax as applicable. Taxes will be invoiced based on tax rates in effect where the shipment is delivered.
9. Minimum order requirement is \$100. Service parts orders are exempted.
10. Orders must be faxed in to 1-800-463-3569 or (905) 564-3569 or e-mailed to customerservice@toacanada.com. No orders are accepted over the phone. To ensure proper pricing when ordering from a Quote or Project Registration, Reseller should indicate the Quote or Project Registration number on the purchase order.
11. TOA Products must be resold to customers in the same factory carton product packaging as received from TOA Canada.
12. Sale of TOA Products by TOA Canada confers no right, title or interest in or to any of the trade names or trademarks then being used by TOA Canada.
13. TOA Canada and its licensors, as applicable, retain the entire right, title and interest in and to: (a) the intellectual property related to any item of software and related documentation which TOA Canada provides to Reseller; and (b) all copies of any software and other related documents TOA Canada provides to Reseller.
14. All applicable laws relating to the marketing and sale of TOA Products must be complied with by Reseller.

FREIGHT

1. Standard shipping terms are F.O.B. TOA Canada, Mississauga, Ontario warehouse. Title and risk of loss or damage to TOA Products pass to Reseller upon TOA Canada's delivery of products to the carrier. All claims for damage or loss of TOA Products which occur after TOA's delivery of products to the carrier must be made directly to the carrier or insurance provider.
2. TOA Canada shall choose the carrier for transportation of TOA Products, except as otherwise indicated in the price list.
3. Free freight will be provided with a minimum purchase order of \$3,000 otherwise F.O.B. TOA Canada's Mississauga, Ontario warehouse. Free freight applies to standard ground shipments only. Extra costs incurred for expedited delivery, lift gate charges or other non-standard delivery requests are the responsibility of Reseller. Free freight on partial shipments will be provided if the value of the partial shipments are each in excess of \$3,000, or if items are on backorder.
4. All TOA Products are carefully checked and packed. Freight damage/shortage claims must be registered immediately with the delivering carrier in accordance with the Canadian Transportation Organization and/or Federal I.C.C. regulations.
5. All delivery dates indicated by TOA Canada for TOA Products are estimates only. Failure to meet any such estimated delivery date does not diminish Reseller's obligation to pay when the products are delivered or any other obligation.

PRODUCTS

1. TOA Products are subject to change without notice. TOA Canada reserves the right to in its sole discretion change the TOA Products available for sale by publishing a new price list.
2. TOA Canada may without prior notice or approval make changes to TOA Products that do not adversely affect their form, fit or function. TOA Canada has no obligation to modify or otherwise update products previously sold.
3. TOA Canada may in its sole discretion allocate its inventory of TOA Products.
4. TOA Products are not intended for use in any inherently dangerous application, including nuclear and aviation, and may not be resold for such uses. If TOA Products are resold for any medical application, Reseller bears full responsibility for any requisite approvals of permits.

PRICING

1. Orders will be billed at prices prevailing on date of shipment.
2. All prices, specifications and Terms and Conditions are subject to change without notice. TOA Canada may change prices and current discounts available to Reseller in its sole discretion by publishing a new price list.
 1. All prices indicated in TOA Canada's price lists are in Canadian Dollars. (CAD\$)
3. Prices for TOA Products as indicated on the price list exclude all taxes.
4. Prices for TOA Products as indicated on the price list exclude all transportation costs, including freight insurance and special handling and packaging, unless otherwise specified in the price list. TOA Canada will prepay such costs and invoice Reseller.
5. Unless TOA Canada provides a written credit memorandum, no deductions or offsets from payments due to TOA Canada may be made by Reseller.

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6. Credits, discounts, rewards and rebates issued by TOA Canada or any program concerning the resale or marketing of TOA Products are available for use only on future purchases of TOA Products. Such amounts are not cash equivalents and do not create a right of payment.

MINIMUM ADVERTISED PRICE POLICY (MAP)

1. The Minimum Advertised Price Policy applies to all authorized dealers and distributors of TOA Canada.
2. The minimum advertised price ("MAP") for a particular product shall be either: (i) the MAP published in the most recent price list; or (ii) the "Suggested List Price" in the most recent price list less 37.5% if there is no published MAP for that product.
3. Reseller shall not quote or sell product below a product's MAP, unless with TOA's prior written consent.
4. Reseller shall not advertise a product at a price below that product's MAP, unless with TOA's prior written consent. This applies to all advertisements and promotional materials relating to TOA Products, whether printed or digital, including but not limited to flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogues, mail order catalogues, web sites, email, television, radio, and public signage.

MARKETING AND PROMOTIONS

1. Reseller must actively participate in programs offered by TOA Canada to all its authorized dealers and distributors for TOA Products, or specifically offered to Reseller as part of a group, concerning the resale or marketing of TOA Products. TOA Canada may offer such programs from time to time and upon terms and conditions determined in its sole discretion.
2. Reseller must maintain accurate records relating to the purchase, marketing, and resale of TOA Products. TOA Canada has the right, upon reasonable advance written notice, to review such records to verify compliance with Reseller's participation in any programs concerning the resale or marketing of TOA Products.

CONFIDENTIAL INFORMATION

Confidential information of TOA Canada related to its prices, including price lists, product marketing and other information may be used only as necessary to resell TOA Products. TOA Canada may impose restrictions on the use of such information. Confidential information may not be divulged to customer or any third party without prior written consent of TOA Canada.

ACCEPTANCE

1. Reseller must inspect TOA Products promptly upon receipt.
2. Any claims for: (a) shortages, over shipments or incorrect materials must be made within five business days from receipt of the TOA products; or (b) invoicing errors must be made within 10 business days from receipt of the TOA Canada invoice. Failure to make a claim within the time periods set forth above will be deemed to constitute acceptance of the TOA Products.

INQUIRIES

Any and all claims regarding credits, reimbursements, or adjustments of any kind to Reseller's account for TOA Products purchased or ordered must be initiated and submitted in writing to TOA Canada no later than 180 days from the date of invoice, credit memorandum, or other transaction document to which the inquiry or claim relates. Failure to submit inquiries or claims within such time period will constitute a complete and final waiver with respect to the substance of such claim.

RETURNS

Product can only be returned within 30 days of TOA Canada's invoice date, with the following conditions:

To return product for credit Reseller must first obtain a Return Authorization ("RA") number from TOA Canada's Technical Support Department. (Please Contact Technical Support for a "RETURN AUTHORIZATION FORM" returns@toacanada.com or visit us online to fill out an online form or PDF).

Prior to issuing the RA number, TOA Canada may request the following information:

1. Dealer Name
2. Contact Person
3. Phone Number
4. Email/Fax Number
5. TOA Invoice Number
6. TOA Invoice Date
7. Model Number
8. Serial Number
9. Quantity
10. Re-ordered
11. Product & Invoice Number
12. Reason for Return
13. Condition of Product

The RA number must be clearly marked on the SHIPPING LABEL (DO NOT WRITE ON, OR MARK THE BOX). All packing material, instruction books, accessories must be included with the return. Transportation must be prepaid by Reseller. Reseller has 20 days to return the product after receiving the RA instruction. RAs will automatically expire on the 21st day after issue. If the above conditions are not met, the products will not be accepted by TOA Canada and will be returned to sender.

DEFECTIVE PRODUCTS

All defective TOA Products shall be sent to TOA Canada's authorized Service Depots only (which can be found at www.toacanada.com/service-depot.html), along with a copy of the TOA Canada invoice, unless otherwise instructed by TOA Canada's Technical Support Department, freight prepaid. The product will be repaired or replaced at TOA Canada's discretion. Product that appears to have been misused or damaged will not be eligible for credit.

Non-Defective Unopened Product

Non-defective unopened product can be returned for credit under the following conditions:

1. Product must be in unopened, unmarked, factory-sealed carton, no exceptions.
2. Reseller's account must be in "current" status.
3. The product is new and from TOA Canada's current stock and purchased within the 90 day period prior to return.

Otherwise the following conditions apply:

Beyond 90 days, products will either be non-returnable or subject to the following restocking fees:

- Minimum Restocking Fee 30% plus original shipping charges: if product is returned within 180 days from original TOA Canada ship date.
- Minimum Restocking Fee 50% plus original shipping charges: if product is returned within 270 days from original TOA Canada ship date.
- Unopened Product returned after 270 days from original purchase date is non-returnable.

Special Order** product:

- 50% Minimum Restocking Fee plus original shipping charges for Special Order** product.

Any product that appears to have been misused or damaged will not be eligible for credit.

Non-Defective Opened Product

Non-defective opened product can be returned for credit under the following conditions:

1. Product must be in original factory carton packaging.
2. Reseller's account must be in "current" status.

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3. The product is from TOA Canada's current stock and purchased within the 60 day period prior to return.

Opened product purchased within 60 days of the return are subject to restocking fees based on the following conditions of the product:

- Minimum Restocking Fee 30% plus original shipping charges: Condition B1 - if product factory carton packaging seal is broken but otherwise like new.
- Minimum Restocking Fee 40% plus original shipping charges: Condition B2 - if product packaging is disturbed or there is cosmetic damage to product.
- Minimum Restocking Fee 50% plus original shipping charges: Condition B3 - if product meets factory specifications but there is more extensive damage than above.
- Opened product cannot be returned after 60 days from the original purchase date.

Special Order** product:

- Minimum Restocking Fee 50% plus original shipping charges for special order product.

Product that appears to have been misused or damaged will not be eligible for credit.

LIMITED WARRANTY

TOA Products are manufactured under strict control and shipped in perfect operating condition to provide years of trouble-free service. All TOA Products are warranted to be free from defects in material and workmanship for the period stated in the Limited Warranty Schedule. Exceptions are noted.

LIMITED WARRANTY SCHEDULE

Product Category	Warranty Period	Exceptions
Audio	5 years	With the exception of Microphones (<i>Headset, Lavaliers, etc., 5000 Series and Trantec Series</i>) which are warranted for 90-days from the invoice date . All Batteries have a 1 year warranty.
Intercom	5 years	All Batteries have a 1 year warranty.
Parts	90 days	All parts have a 90 day warranty. All Batteries have a 1 year warranty.

No repair or replacement of any product or part thereof will extend the applicable warranty period for the entire product. The specific warranty period for any repair will be 90 days following the date of repair or the remaining warranty period for the product, whichever is longer.

TOA Canada's sole obligation under the Limited Warranty is to supply all labour necessary to repair any TOA Product found to be defective in material or workmanship within the warranty period and to supply at TOA Canada's cost new or refurbished replacements for defective parts. Only if repair or replacement fails to remedy the problem will TOA Canada refund the purchase price for the TOA Product.

EXCEPTIONS TO LIMITED WARRANTY

Rust and/or corrosion of any TOA Product and/or associated mounting hardware are not covered under the Limited Warranty. For greater certainty, this exception applies to all Products, including those recommended for outdoor application.

Limited Warranty does not apply to TOA Products that have been subjected to abuse, improper use, accident, improper installation or repair made outside of factory authorization, product modification, operation of the product outside of the published environmental and electrical parameters, failure to follow operating or maintenance procedures as set out in the user manual, or neglect. Limited Warranty does not cover damage which occurred during shipment. Limited Warranty is void if original product identification (e.g. trademark, serial number) has been altered, defaced or removed. Limited Warranty does not cover products sold on an "as is" or "with all faults" basis or consumable products such as fuses or batteries, except as set out above.

REPAIRS

Reseller shall not repair TOA Products while such products are covered under the Limited Warranty, unless at TOA Canada's request. Reseller will promptly report the need for any repair to a TOA Product covered under the Limited Warranty in the applicable warranty period to TOA Canada.

LIMITED WARRANTY CLAIMS

1. All claims made under the Limited Warranty must be made for covered TOA Products and during the applicable warranty period.
2. The dated TOA Canada Invoice for the TOA Product must be retained as evidence of the date of purchase and to establish warranty eligibility.
3. TOA Canada may reasonably investigate all claims, and, if after investigation it reasonably determines that the reported problem was not covered by the Limited Warranty, TOA Canada will charge and Reseller will pay for the cost of investigation at TOA Canada's then current per incident testing fee and all freight costs incurred.
4. Failure to make a claim as provided herein or continued use of the TOA Product will constitute an unqualified acceptance of the product and a waiver of all warranty claims with respect thereto.
5. TOA Canada bears no responsibility for maintaining any backup data which may be necessary to replace any data stored in the product and which could be lost or damaged from any cause.

To make a Limited Warranty claim, return the TOA Product to an authorized TOA Canada Service Depot with transportation prepaid under a valid RA issued by TOA Canada's Technical Support Department (see "Returns" section above). The TOA Product must be returned in its original packaging or similar packaging providing an equal degree of protection. If the claim is determined valid, TOA Canada will return the repaired product with transportation prepaid. Unless the product is covered by an applicable advanced replacement policy in effect, if any, TOA Canada is not obligated to provide a substitute product during the warranty period or at any other time.

DISCLAIMER OF WARRANTIES, REPRESENTATIONS AND CONDITIONS

Except as otherwise expressly provided herein, TOA Products contained in the price list are provided by TOA Canada to Reseller and any end-user "as is". Except for the Limited Warranty, TOA Canada disclaims and excludes, to the maximum extent permitted by applicable law, all other warranties, representations and conditions for TOA Products, express or implied, including, but not limited to, implied warranties or conditions of merchantability or fitness for a particular purpose, any warranty with respect to durability, functionality, use, or that any defect is able to be remedied. TOA Products purchased outside of Canada will not be covered under warranty through TOA Canada. Application of *The United Nations Convention on Contracts for the International Sale of Goods* is expressly excluded.

LIMITATION OF LIABILITY

In no event shall TOA Canada be liable to Reseller for any special, incidental or consequential damages or losses of any kind which may be suffered by Reseller, any customer or any other third party, including compensation, reimbursement or damages on account of present or prospective profits, expenditures, investments or commitments, whether made in the establishment, development or maintenance of business reputation or goodwill, or for any other reason whatsoever, including, but not limited to, the claims of any third party.