NorthDirect

TERMS AND CONDITIONS OF SALE

TÉRMINOS Y CONDICIONES DE VENTA

NorthDirect Supply Inc.
Mississauga, ON, Canada
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VERSION · VERSIÓN	EFFECTIVE · VIGENCIA	GOVERNING LAW · LEY
T&C v2.12	2026-11-27	Ontario, Canada

These Terms apply to every Order with NorthDirect Supply Inc. Sale FCA (Incoterms® 2020) at the Buyer's freight agent in the United States or Canada · 100% payment in advance · Minimum order USD 4,000.00 per Order, combinable across models and categories.

1. Definitions · Definiciones

In this Agreement, “Seller” means NorthDirect Supply Inc.; “Buyer” means the company or natural person identified on the applicable Proforma Invoice (D03) or Commercial Invoice (D10), as declared by Buyer in its Proforma Data Form (“Datos para su Proforma”); “Goods” means the mobile devices, tablets, watches, computers and related products described in each Order; “Freight Agent” means the freight forwarder designated by Buyer in the United States or Canada; “Agent Receipt” means the date and time the Freight Agent receives the Goods; and “Agreement” means these Terms together with each accepted Order and Commercial Invoice.

2. Scope of Agreement · Alcance del Acuerdo

These Terms govern every sale of Goods by Seller to Buyer for export from Canada or the United States to Buyer's territory, and apply in full to each Order unless expressly varied in a writing signed by an authorized representative of Seller.

3. Orders, Quotes and Acceptance · Cotizaciones y Aceptación de Pedidos

A quotation issued by Seller is indicative and subject to prior sale, valid for twenty-four (24) business hours, and does not constitute a reservation or binding offer. The minimum Order is USD 4,000.00 per Order, combinable across models, grades and categories; there is no minimum number of units. Orders are filled from available stock: any quantity requested beyond the availability shown is confirmed in the quotation, and items not available may be offered on order. A Proforma Invoice is valid for twenty-four (24) business hours, during which Seller holds the Goods; once approved in writing, the hold extends to the payment deadline on the Commercial Invoice. An Order becomes binding upon Seller's written acceptance, issuance of the corresponding Commercial Invoice and receipt of cleared funds. If Buyer cancels after payment and before the Order enters preparation, Seller refunds the amount paid less bank fees, by the same payment method. Once the Order enters preparation, the sale is final and the Order may not be cancelled.

4. Pricing, Currency and Taxes · Precios, Moneda e Impuestos

Prices are quoted and payable in United States Dollars only, per unit; volume pricing may be agreed in the quotation. No discounts or surcharges apply by payment method. Freight, insurance and any services after the FCA delivery point are not included. Insurance, signature on delivery and unbranded units are available on request, at the cost stated in the quotation. Buyer bears all duties, taxes and customs charges arising after the FCA delivery point.

5. Payment Terms and Security Protocol · Términos de Pago y Protocolo de Seguridad

Payment is due one hundred percent (100%) in advance. Accepted methods are wire transfer in USD and USDC on the Solana network; no other currency or method is accepted. Credit cards are not accepted. Payment details are sent only in a separate email from pagos@northdirect.ca, after the Commercial Invoice, and the account holder is always NorthDirect Supply Inc. Each Commercial Invoice shows a single payment method, the one quoted; Buyer shall pay only by that method, and any change must be requested before payment and requires a new Commercial Invoice. Seller never changes payment details by email, telephone or chat; Buyer must verify any instruction through Seller's official channels before transmitting funds. Payment must be made from an account held in the name of the Buyer shown on the Proforma Invoice; third-party payments are not accepted and will be returned by the same method, and the Order will not be prepared. Bank and network fees are borne by Buyer, and the full amount of the Commercial Invoice must be credited. USDC must be sent only on the Solana network; Seller cannot ensure the recovery of funds sent on any other network. The Commercial Invoice states the payment deadline: payment must be credited within two (2) business days of its issue date. The Order is prepared only once one hundred percent (100%) of the amount is credited to Seller's account; an unpaid hold lapses at the payment deadline. Any refund is made by the same payment method.

6. Incoterms — FCA at Buyer's Freight Agent · Incoterms — FCA en el Agente de Carga

All Goods are sold FCA (Free Carrier, Incoterms® 2020), the named place being the premises of Buyer's Freight Agent in the United States or Canada, as stated in the Order. Seller does not provide door-to-door delivery. Seller delivers each Order with one set of NorthDirect documents: Commercial Invoice, Packing List and IMEI Annex bearing the same Order number. Each Order ships complete; Seller does not make partial shipments. Seller's delivery obligation is fulfilled upon Agent Receipt of the Goods.

7. Transfer of Title and Risk · Transferencia de Título y Riesgo

Title and risk of loss or damage to the Goods pass to Buyer upon Agent Receipt at the FCA delivery point. Any loss, theft or damage occurring after that point, including international transit and customs, is a matter between Buyer and its carrier or cargo insurer, not a claim against Seller.

8. Delivery, Freight Agent and Logistics · Entrega, Agente de Carga y Logística

Buyer is solely responsible for engaging and instructing the Freight Agent declared in its Proforma Data Form (“Datos para su Proforma”) or Order, including its full receiving address in the United States or Canada. Each Order ships complete from Canada or the United States; Seller does not make partial shipments. The quotation and the Proforma Invoice state the estimated shipping time, in business days counted from the date cleared funds are credited to Seller's account. All shipping times are estimates only and are not binding delivery dates; Seller owes no indemnity, penalty or compensation for delay. If Buyer needs to change its Freight Agent after receiving the Proforma Invoice, Buyer must confirm the change from its registered WhatsApp number, and Seller will issue a new Proforma Invoice; the Freight Agent cannot be changed after dispatch. Seller bears no liability for delay, misrouting or loss caused by Buyer's Freight Agent.

9. Inspection and Acceptance of Goods · Inspección y Aceptación de Mercancía

Buyer's Freight Agent acts as Buyer's eyes at Agent Receipt. Buyer must arrange for the Freight Agent to record the opening of each package in one single continuous video, without pauses or cuts, from the sealed package until every unit in it has been counted, and to check the Goods against the Packing List and IMEI Annex. This video is mandatory for any claim. Where an Order arrives in more than one package, the claim windows and the video requirement apply to each package from its own Agent Receipt. Buyer must report any discrepancy within the deadlines set out in Clause 11.

10. Product Condition and Conformity · Condición y Conformidad del Producto

Goods are sold under Seller's seven grades, as defined in the NorthDirect Grading Guide: NIB (new, sealed), NOB (new, unused, open box or without box), Used AA (like new), Used A (very good; very light image retention only with a label), Used B (good), Used C (heavy wear, no broken glass) and For Technician · Declared Fault (one single fault per unit, named on the line: one function, the screen image or the front glass; everything else tested). Each used unit passes Seller's diagnostic before grading, the declared fault of a For Technician unit being the only exception; sealed units are delivered sealed and are not opened or tested. Battery health, where reported, is informational and is not a guarantee. Each unit's carrier status (Unlocked, or Locked to AT&T, T-Mobile or Verizon) is declared on the Order. Seller warrants only that each unit conforms to its stated grade upon Agent Receipt. No manufacturer's warranty is provided through Seller.

11. Claims and Returns (RMA) · Reclamos y Devoluciones (RMA)

Claims for missing units, a different model or version, cosmetic condition below the stated grade, transit damage or a new unit delivered without its seal must be filed within twenty-four (24) hours of Agent Receipt of the package concerned. Claims for units that do not power on must be filed within seven (7) calendar days of Agent Receipt. Buyer's claim window is reserved from Buyer's first message reporting the issue; from that message, Buyer has forty-eight (48) hours to send the signed Claim Form (D12), the opening video and the photos to garantia@northdirect.ca. Buyer may file one (1) claim per Order, after reviewing every unit; units in a package received later are added to that claim within twenty-four (24) hours of that package's Agent Receipt, using the Claim Form (D12) sent to garantia@northdirect.ca with the opening video and evidence showing each unit's IMEI. The following are excluded: network, carrier and SIM issues; software; battery wear; failures arising after delivery; damage caused by Buyer or third parties; and minor variation within the stated grade. Claims outside these windows, without the opening video, or for damage occurring after the FCA point will not be accepted.

12. Resolution, Credit and Debit Adjustments · Solución y Ajustes de Crédito y Débito

Seller responds to each claim within twenty-four (24) business hours. An approved claim is resolved in writing by credit note, replacement or refund, as appropriate to the case, and documented on a Credit or Debit Note (D15). Resolution requires validating the affected units against the IMEI Annex and the opening video. Submitting a claim does not guarantee a particular resolution.

12A. Goods Unavailable after Payment · Mercancía no Disponible después del Pago

If, after Buyer's payment has been credited, any Goods in the Order are not available, Seller will notify Buyer in writing, at Buyer's registered WhatsApp number or email address, and may offer (a) an equivalent substitute, being the same model and capacity, of the same or a better grade, at the same price, which applies only upon Buyer's written acceptance and with the Order documents reissued, or (b) a credit toward Buyer's next Order; Buyer may in all cases choose instead (c) a refund of the full amount paid for the unavailable Goods, by the same payment method and without deduction of any fees, within five (5) business days of Buyer choosing the refund. If removing the unavailable Goods brings the Order below the minimum Order amount, Buyer may choose a refund of the full Order, on the same terms.

Si, después de acreditado el pago del Comprador, alguna Mercancía del Pedido no está disponible, el Vendedor se lo informa por escrito, a su WhatsApp o correo registrados, y puede ofrecerle (a) un sustituto equivalente, del mismo modelo y capacidad, del mismo grado o mejor y al mismo precio, que solo vale con la aceptación escrita del Comprador y los documentos del Pedido reemitidos, o (b) un crédito para su próximo Pedido; el Comprador puede elegir en todo caso (c) el reembolso del monto completo pagado por la Mercancía no disponible, por el mismo medio de pago y sin descontar comisiones, dentro de los cinco (5) días hábiles siguientes a la elección del reembolso. Si al retirar la Mercancía no disponible el Pedido queda por debajo del pedido mínimo, el Comprador puede elegir el reembolso del Pedido completo, en las mismas condiciones.

13. Export Control and Sanctions Compliance · Control de Exportaciones y Sanciones

Buyer represents that neither it nor its officers or ultimate beneficial owners appear on the OFAC Specially Designated Nationals List or any Global Affairs Canada sanctions list, and covenants that the Goods will not be re-exported, resold or transferred to any U.S.-embargoed or Canada-sanctioned destination, party or end use.

14. Confidentiality · Confidencialidad

Each party shall keep confidential all pricing, supply and business information disclosed by the other in connection with this Agreement, and shall not disclose it to any third party without prior written consent, except as required by law.

15. Intellectual Property · Propiedad Intelectual

Nothing in this Agreement transfers any trademark, trade name or intellectual property right of Seller, any manufacturer or any third-party brand appearing on the Goods or named as a channel of origin. All brands are the property of their respective owners and are used only to identify the products or their channel of origin; Seller is not affiliated with, endorsed or sponsored by them. Buyer shall not represent itself as an authorized distributor of any such brand.

16. Force Majeure · Fuerza Mayor

Neither party is liable for delay or failure to perform caused by events beyond its reasonable control, including customs action, carrier disruption, delayed release at the channel of origin, natural disaster or government restriction, provided the affected party gives prompt notice and uses reasonable efforts to mitigate the impact.

17. Limitation of Liability · Limitación de Responsabilidad

Seller's total liability arising out of any Order shall not exceed the amount actually paid by Buyer for the affected Goods. In no event shall Seller be liable for indirect, incidental or consequential damages, including lost profits or business interruption.

18. Indemnification · Indemnización

Buyer shall indemnify and hold Seller harmless from any claim, penalty or liability arising from Buyer's breach of this Agreement, misuse of the Goods, or violation of any applicable export control, sanctions or import law in Buyer's territory.

19. Governing Law, Disputes and Entire Agreement · Ley Aplicable, Disputas y Acuerdo Íntegro

This Agreement is governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to conflict-of-law principles, and any dispute shall be submitted to the courts of Ontario, Canada. This document, together with each Order and Commercial Invoice, constitutes the entire agreement between the parties and supersedes all prior negotiations, quotations and communications.

NorthDirect Supply Inc. — Confidential contractual reference. For legal execution, see the signed Order and Commercial Invoice governing each transaction.

ACCEPTANCE / ACEPTACIÓN

Buyer's acceptance of these Terms

I have read, understood and agree to be bound by these Terms and Conditions of Sale, version T&C v2.12, effective 2026-11-27.

He leído, entendido y acepto estos Términos y Condiciones de Venta, en la versión y fecha indicadas.

CLIENT LEGAL NAME / RAZÓN SOCIAL

TAX ID / IDENTIFICACIÓN

NAME / TITLE · NOMBRE / CARGO

DATE / FECHA

SIGNATURE / FIRMA

PAYMENT SECURITY / SEGURIDAD DE PAGO

NorthDirect never sends payment details by WhatsApp or from addresses that do not end in @northdirect.ca, and never changes them by email, telephone or chat.

NorthDirect nunca envía datos de pago por WhatsApp ni desde correos que no terminen en @northdirect.ca, y nunca los cambia por correo, teléfono ni chat.

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