

**Accu's Terms and Conditions of Sale/Service.**

1. **TERMS OF SALE:** This order, quote, PO or contract of sale is subject to the below mentioned terms and conditions and supersedes buyer's specification terms and /or purchase order. Seller will recognize that no modifications or additions to these conditions unless specifically agreed to in writing by seller. Failure of seller to object to provisions contained in the purchaser's order or any other communication from buyer shall not be construed as a waiver of these conditions or an acceptance of any such provisions. All orders, sales contracts and other documentation between buyer and seller shall become effective only when approved and accepted by the seller.

2. **PRICES:** Prices quoted herein are based upon presently prevailing duties, rates of duties, taxes, special assessments, monetary exchange and freight as applied to materials and/or equipment purchased or imported by seller. Seller reserves the right to amend the price(s) in this quote where variations in regulated costs such as rate of duties, taxes, special assessments, monetary exchange and freight between the date of quotation and date of delivery are deemed significant by the seller.

3. **TERMS OF PAYMENT:** The standard terms of payment are Net-30 Days from date of invoice, unless otherwise specified. Additional finance charges may apply based on each case, with a service and interest charge on past due invoices. If buyer defaults in any payment when due or refuses to accept delivery or becomes insolvent, the seller at its option, without prejudice to other lawful remedies, may defer deliveries or cancel the remainder of the order. Equipment held for buyer shall be at the risk and expense of buyer and payment shall become due from the date of which seller is prepared to make shipment or delivery.

4. **DELIVERY/SHIPMENT:** Unless otherwise specified in writing, all shipments are EX-WORKS seller's shop, in which case seller is not responsible for damage, apparent or concealed, or loss in transit and all claims on "collect" shipments must be made by buyer direct to the carrier. In case delivery by seller's truck, the responsibility is till the buyer's warehouse/stores. Once delivered no further claims of damages will be accepted. In case of quote on the repairs not approved, after the payment of evaluation fees, the item should be taken back by the buyer within 30 days or will be shipped to buyer at buyer's cost.

5. **TITLE:** Title to the goods covered by this quote or order and the right to immediate possession thereof shall remain with the seller until the purchase price is paid in full.

6. **CANCELLATION:** Orders once accepted are not subject to any cancellation unless on the terms that will indemnify seller against restocking fee or loss and/or expenses.

7. **PENALTIES AND DELAYS:** No penalty clause of any kind, in any specification of order will be effective unless specifically approved in writing by seller. Seller shall not be liable for any damage, expenses or consequential damages caused by delays beyond seller's control including without limiting the generality of the foregoing; fire, strike, act of the buyer, restriction by civil or military authority, Act of God, transportation failures or inability to obtain parts, labor, materials or any manufacturing facilities. In the event of any such delay, the date of delivery shall be extended for a period equal to the time lost.

8 **ACCEPTANCE, INSPECTION:** By virtue of buyer issuing an order for repairs or

equipment in accordance with this quote, the buyer also accepts seller's terms and conditions as part of the order. Buyer shall inspect the goods immediately upon the receipt thereof and satisfy on the working of the equipment. All claims by buyer (including claims for shortages/damages), except only those provided for under the WARRANTY clauses below, must be asserted in writing by buyer within 7-day period or they are waived.

**9 WARRANTY:** Seller warrants to the buyer that its products, services & repairs are free from defects in workmanship and materials when operated under normal/standard conditions and in accordance with standard practice.

This warranty will be in effect for the following time period and for the following products:

- a) For any repair works 6 months' time from the delivery of the repaired item/equipment.
- b) For the new part/equipment, the original manufacturers' warranty time frame.
- c) For onsite services, warranty will be null, after our technician's leave the premises.

If any defects are claimed by the buyer during the warranty period, seller's sole obligation shall be limited to alteration, repair or replacement at seller's expense, EX-WORKS seller's shop, on parts or equipment which upon return to buyer and upon buyer's examination prove to be defective.

**10 DAMAGES:** Subject to the provisions of this clause, seller shall only be liable for the cost of replacement/repair cost of any defective equipment provided hereunder or repairs provided. Seller shall not be liable to the buyer in any circumstances for any incidental, special, consequential or indirect damages, including but not limited to loss of profits or revenue, loss of use of equipment and facilities, and claims by or payments to customers, suppliers or other parties who have a relationship with the buyer. This disclaimer applies to consequential damages based upon any cause of action whatever asserted against seller including causes of action arising out of any breach of warranty, express or implied, guarantee, product liability, negligence, tort, or any other cause pertaining to the performance or non-performance of this quote or contract by seller and the buyer hereby waives any right to claim punitive, aggravated or exemplary damages with respect to a breach of this quote or order or the performance or non-performance of the equipment, and whether such claim is founded in contract, tort or otherwise. Seller shall not be responsible for losses or damages arising out of the negligence of the buyer, its' employees, agents or third-party contractors. In no event will seller's maximum liability to the purchaser in connection with the equipment, including without limitation resulting from breach of contract or any other performance or non-performance of this quote, order or contract, exceed the amount of the purchase price paid to seller hereunder.

**11 APPLICABLE LAWS, FORMS & JURISDICTION:** This contract shall be interpreted in accordance with and shall be governed by the laws of the province of Ontario, and the parties agree that any disputes hereunder or with respect to this quote or order or the resulting contract between the parties shall be determined exclusively by the courts in the Province of Ontario, and the parties hereby expressly attorn to the exclusive jurisdiction of the Courts in the Province of Ontario. The parties acknowledge that they have required that this contract and all related documents be prepared in English.

**12 LIABILITY:** Notwithstanding anything to the contrary herein contained, the liability of the seller under any circumstances whatsoever and without exception shall be limited to the purchase or repair price of the item forming part of the goods.