

## Terms and Conditions of Sale

Acceptance of orders by Intertec Instrumentation Ltd. or Intertec Instrumentation Inc. is based on the following terms.

These terms supersede all prior correspondence. Additional or different terms must be agreed to in writing by Intertec .

Intertec's failure to insist on strict performance of any of the following terms or additional terms agreed to will not constitute a waiver of that or other terms and will not be considered a breach of contract.

**ACCEPTANCE:** All orders are subject to final acceptance at our plant, Sarnia, Ontario, Canada or Houston, Texas.

**FIRM PRICE PERIOD:** Unless otherwise stated, all pricing is firm for 30 days from date of quotation and is firm for goods released within 90 days of order acceptance.

**PAYMENT TERMS:** All invoices are payable in CDN or US Dollars and are due in NET thirty (30) days. A 1.5% per month service charge will be made on all past due accounts.

**FREIGHT:** Collect

**F.O.B. POINT:** F.O.B. point our factory Sarnia, Ontario, Canada or Houston, Texas

**TITLE:** Title to products will pass to the buyer at F.O.B. point.

**TAXES:** "Sales tm "Use" or similar taxes imposed on this sale or transaction are not included in the quoted price. Such taxes are to be remitted by the buyer, if applicable.

**SHIPPING AND PACKAGING:** Intertec reserves the right to make partial shipments, unless otherwise specified in writing by the buyer. Unless specifically stated in quotation, all shipments will be made in Intertec standard domestic packages.

**DELAYS:** Intertec shall not be held responsible for delays or nonperformance by causes beyond Intertec's immediate control, including but not limited to labor difficulties, delay of vendors or carriers, acts of God, fires, governmental actions and material shortages. Any such delays will automatically and without penalty affect a corresponding extension of scheduled shipping dates. In all cases, scheduled shipping dates are understood to be approximate and in no event will Intertec be liable for consequential or incidental damages due to delays or nonperformance. Intertec's only obligation will be to waive charges made for the intention of insuring a specific shipping date.

**SHORTAGES:** Claims for shortages must be made in writing to Intertec. within seven (7) days of receipt of the product or the invoice for the product received, whichever is sooner. If this contact involves partial shipments, all claims for shortages must be made within the seven (7) days period for each shipment.

**CANCELLATION:** Orders accepted by Intertec cannot be cancelled or deliveries deferred by buyer without the written consent of Intertec and may be subject to cancellation and/or re-stocking charges.

Intertec reserves the right to assess liquidated damages for cancellation or order changes. The determination of exact charges is based upon nature of the order, product type and materials. These charges will not exceed the following schedule; 1 wk. 20%-- 2 wks. 45%-- 3 wks. 90%. More extensive charges would apply to expedited delivery orders.

**RETURNS:** Product returns will not be accepted without prior written approval (RGA) by Intertec factory Sarnia, Ontario, Canada or Houston, Texas. Consult the factory for credit amount available for return goods; all credits are subject to inspection of goods upon receipt by the factory. No back charges from customer will be accepted unless previously agreed to in writing by head office. Freight for all returns must be prepaid.

**GOVERNING LAWS:** The Terms and Conditions of this order shall be governed, construed and enforced in accordance with the laws of and under the jurisdiction of the Province of Ontario or State of Texas.

**PRODUCT WARRANTY:** Intertec warrants and guarantees its products to be free from defects in material and workmanship under the service for which they are intended for two (2) years after the date of shipment or one (1) year after site installation, whichever occurs first. The obligation of Intertec under this limited warranty is the repair or replacement, at Intertec's sole discretion, of the defective items F.O.B. Intertec Corporation's factory Sarnia, Ontario, Canada or Houston, Texas. Guarantee is on parts only, NOT replacement labor. All transportation charges on products returned for repair or replacement must be prepaid by the buyer. It is expressly understood that Intertec 's liability shall be limited to such replacement, and that the Intertec assumes no obligation for incidental damages or costs.

**CERTIFICATION OF EQUIPMENT:** Selection and sizing of this equipment has been made based on data supplied to us by your company, with the understanding that the equipment will be used in the manner as recommended. Any variation from our recommendations (unless accepted in writing by head office) will void our warranty and/or performance guarantee.

Any requested changes, after drawing approval, are subject to additional charges to be determined by required involvement.

All equipment is subject to the approval of all local governing bodies concerned ( ie: Electrical codes, MOE, Building Dep't, NFPA ) and is the responsibility of the customer or his agent.