

Terms & Conditions

SENIOR FLEXONICS CANADA (SFC) STANDARD TERMS AND CONDITIONS (SENIOR OPERATIONS (CANADA) LIMITED)

- 1.1 The following terms and conditions are an integral part of the offer as made on the face of this quotation/order. Acceptable deviations must be agreed to by SFC in writing.

Approval of credit

- 2.1 Shipments and deliveries are subject to credit approval by SFC. Terms of payment shall be effective from the date of invoice and/or as detailed on the face of this quotation/order. Prices quoted are in Canadian dollars unless stated otherwise.

Payment terms / Interest on late payments

- 3.1 Unless otherwise agreed in writing, payment terms are Net 30 Days. Invoices issued to cover "Prepaid Freight" are due and payable on terms of Net 7 Days.
- 3.2 SFC shall impose a finance charge of 1.5% per month on all unpaid balances beyond agreed terms.
- 3.3 SFC reserves the right to suspend or cancel further orders and/or deliveries and impose a lien in case an invoice remains unpaid after the due date.

Point of sale

- 4.1 Unless otherwise specified on the face of this quotation/order, all goods are delivered Ex-Works SFC's facility, freight charges collect. Transfer of title is in accordance with International Chamber of Commerce Terms.

Limitation of liability

- 5.1 Damage claims must be filed within 7 days of receipt of goods at site. SFC will have no liability for damage, shortage, or loss caused by acts of omission of the carrier or by other causes beyond SFC's reasonable control. Any damaged/defective goods will be held by the customer for disposal instructions by SFC. SFC's maximum liability for damage, shortage, or loss shall be to repair or replace goods, or to allow credit in respect to the goods at SFC's sole option. Such liabilities shall be limited to the value of the goods supplied by SFC.

Warranty: Disclaimer of warranty

- 6.1 The following warranty is given to the exclusion of any other warranty or condition either expressed or implied.
- 6.2 All goods manufactured by SFC are warranted for one (1) year after system startup under the conditions for which the goods were designed, or eighteen (18) months after shipment, whichever comes first. The warranty covers defects in design, workmanship, or material, when subjected to the specified conditions of use. SFC at its sole option will either repair or replace any defective components. The effects of corrosion, erosion, aging, normal wear, or negligence, incidental or consequential damages are specifically excluded from the warranty. All goods must be installed in accordance with the installation instructions tagged to each part and/or as submitted to as part of documentation requirements. Failure to comply with installation instructions will nullify the warranty.
- 6.3 All warranty claims must be made in writing. Claims made by phone must be confirmed in writing within 10 days.
- 6.4 All removal, reinstallation and freight costs to and from SFC are excluded from warranty coverage.

6.5 The warranty on products repaired shall not be extended beyond the original warranty period.

Customer responsibilities

7.1 Unless specifically stated in writing to the contrary, design responsibility for the piping or ducting systems (anchors, alignment, etc.) in which the goods will be installed rests with the customer.

7.2 Warranty claims or alleged non-performance by SFC shall not affect the customer's duty to pay SFC in accordance with the terms of this agreement. Any additional costs to SFC of completing performance reasonably related to the customer's failure to fulfill its obligations could result in additional charges.

Taxes

8.1 Sales, use, and consumption taxes and duties on all products sold are the sole responsibility of the customer.

Specifications

9.1 If equipment furnished on this proposal is a standard product supplied by SFC, the specifications are subject to change at SFC's option.

Cancellation of and/or changes to orders

10.1 If an order is cancelled, SFC reserves the right to charge for all costs incurred in the cancellation including, without limitation, charges applicable to return of goods, overhead and profit.

10.2 Changes and corresponding cost impacts must be agreed in writing prior to execution.

Delivery

11.1 SFC shall use commercially reasonable efforts to meet any schedule or date shown on the face of this quotation/order. However, SFC will not be liable for any delay or failure in the estimated delivery or shipment, or for any damages that may result to the customer from such delay.

Governing law, jurisdiction, venue

12.1 Disputes arising in connection with this agreement or its performance shall be governed by the substantive laws of the Province of Ontario, without regard to conflicts of law, with the exclusion of the United Nations Convention on Contracts for the International Sales of Goods (CISG).

12.2 Jurisdiction and venue for any disputes shall be in the appropriate court for Brampton, Ontario, Canada.

Severability

13.1 In the case of partial or total invalidity of any of the foregoing clauses, all other terms shall remain in effect.

Revised August 24, 2007