



## **Solution Control Systems Inc. Terms & Conditions**

### **1. DEFINITIONS**

- (a) "Agreement" means the Customer's agreement to purchase Products and/or Services from SCS;
- (b) "Customer" means any company, partnership, person or entity purchasing Products and/or Services from SCS;
- (c) "Solution Control Systems Inc." means Solution Controls or SCS or SCS Inc.;
- (d) "Products" means any equipment, parts and/or materials being purchased by the Customer pursuant to an Agreement.
- (e) "Services" means any engineering, technical, installation and/or manufacturing services of any description or kind to be provided by SCS in relation to Products;
- (f) "Day" mean regular working days except weekends and statutory holidays;

### **TERMS AND CONDITIONS OF SALE**

Solution Control Systems Inc accepts Purchaser's order on the express condition that Purchaser agrees to and is bound by the terms and conditions set forth below. All orders by Purchaser shall be subject to the following terms and conditions of sale. Such agreement shall be conclusively and irrevocably evidenced by Purchaser accepting delivery of shipment under such order or by Purchaser's payment of the invoice covering such payment.

#### **1. EFFECTS OF TERMS AND CONDITIONS**

The sale of the Goods described herein (the "Goods") is subject to " and governed solely by these terms and conditions and no terms or " conditions of Purchaser's purchase order, any agreement or any other " understanding shall be binding on Solution Control Systems Inc or apply in any manner to " the sale of such Goods. No modification of these terms and conditions "shall be of any force or effect unless signed by an authorized" officer of Solution Control Systems Inc. No specification, drawing, print or photograph "prepared by Purchaser relative to Purchaser's order shall be binding" on Solution Control Systems Inc for any purpose unless signed by an authorized officer of Solution Control Systems Inc.

#### **2. TERMS OF PAYMENT**

Unless otherwise specified, prices are quoted in Canadian dollars "for Goods being sold from inventory, FCA Solution Control Systems Inc's warehouse, and FCA manufacturer's plant for domestic " Goods being drop-shipped to Purchaser. Payment terms are net "thirty (30) days without discount if the credit has been approved. A progressive payment schedule applicable as per comprehensive terms and conditions. Interest at " the rate of 2% per month will be charged on past due accounts " (26.8% per annum). If Purchaser's account is past due, in addition "to other rights and remedies, Solution Control Systems Inc may suspend shipments," deliveries or performance hereunder or under any other contract "with Purchaser until Purchaser's account becomes current or until" Solution Control Systems Inc receives satisfactory security or cash prior to shipment. Preferred payment methods include cheque, direct deposit, and wire transfer. Any fee incurred to process or send the payment is covered by the customer. Credit card payment is accepted with an extra processing fee.

#### **3. DELIVERY**

Shipping dates are approximate only and Solution Control Systems Inc assumes no "responsibility for delays. If Purchaser requires emergency deliveries or outside of normal business hours, any extra costs shall be borne by Purchaser. The time period specified herein within which delivery is to be made shall commence upon receipt by Solution Control Systems Inc of Purchaser's written acceptance of Solution Control Systems Inc's Order Acknowledgement. Delivery must be taken by Purchaser or adequate shipping instructions furnished to Solution Control Systems Inc within ten (10) days of notification that the Goods are ready for delivery, failing which the full purchase price shall forthwith become due and payable, and Solution Control Systems Inc may at its option, either store the Goods and bill Purchaser for storage charges or dispose of same for Purchaser's account and risk at a public or private sale, or exercise such other rights and remedies as may be available to Solution Control Systems Inc in the circumstances. Paid or free storage doesn't include insurance, maintenance and/or preservation.

#### **4. RETURN OF GOODS**

A non-custom products may be returned only with the written consent of SCS and only within 10 business days of receipt by the customer. The Customer agrees to pay any shipping, handling and freight charges for returned Products. Products returned will be subject to a restocking charge as per the manufacturer's restocking policy but in any event no less than 25% of the order value.



#### 5. CANCELLATIONS

Orders may only be cancelled with the express written consent of SCS and only upon payment for all labour, materials, logistical cost, and restocking charges up to the point of cancellation.

Cancellation charges

10% charge for cancellation once purchase order has been received by SCS

30% charge for cancellation once approvals drawings have been by SCS

75% charge for cancellation once parts have been ordered for the project

100% charge for cancellation once the project is released to the shop-floor to begin manufacturing

#### 6. INSTALLATION

The Customer shall be responsible for transporting, receiving, storing, installing, starting up and maintaining all Products. If requested, SCS may, at its option, provide Services to assist the Customer in the installation of Products at a price to be agreed between the Customer and SCS or at SCS's standard rate sheet.

#### 7. TITLE AND RISK OF LOSS

All right, title and interest in and to the Goods shall remain with Solution Control Systems Inc until such Goods have been paid for in full. However, such Goods shall be entirely at Purchaser's risk from the time placed on a common carrier and the loss, damage, deterioration or destruction of the Goods thereafter shall not release Purchaser from its obligations hereunder. In the event of any default to make payment by the Purchaser, Solution Control Systems Inc shall have the right to take possession of any Goods already delivered and to remove same without notice and without legal proceedings, in which case all payments theretofore made shall be credited to the Purchaser's account after deduction of a reasonable rental fee and the costs of repossession, if any, including reasonable legal fees. Purchaser hereby agrees to defend, indemnify, and save harmless Solution Control Systems Inc from any and all loss arising out of any or all claims, suits and demands by reason of, but not limited to, the retention of title to the Goods by Solution Control Systems Inc while same are at the Purchaser's risk.

#### 8. CLAIMS

All claims for missing items or inaccuracies must be made within two (2) days of the date of receipt of Goods.

#### 6. TAXES

Any tax of any nature including, without limitation, any excise, sales, use, Goods and services or other similar taxes which the Solution Control Systems Inc may be required to pay, to collect or to reimburse to others, by reason of the manufacture, ownership, use or sale of any product sold or service provided hereunder shall be the sole responsibility of Purchaser and shall be added to the amount to be paid hereunder.

#### 9. LIMITS OF CONTRACT

Only the Goods specifically described in this quotation are subject to the terms and conditions herein. Unless expressly specified, installation, repair or other similar services are not included. Any services so specified shall be governed by the terms and conditions hereof.

#### 10. TECHNICAL DATA

All drawings, descriptive matter, weights, dimensions and performance data submitted with or made a part of Solution Control Systems Inc's Order Acknowledgement are based upon information furnished by the Purchaser in accordance with its requirements and Solution Control Systems Inc assumes no responsibility for the accuracy of such information

#### 11. FORCE MAJEURE

For all purposes hereof, force majeure includes any act of God, war, mobilization, governmental regulation, strike, lockout, drought, flood, total or partial fire, obstruction of navigation, loss, damage or detention in transit, defective materials or delays by shippers, or other contingences or causes beyond Solution Control Systems Inc's control which might prevent the manufacture, shipment or delivery of Goods covered hereby. Performance of Solution Control Systems Inc's obligations may be suspended pending force majeure, without Solution Control Systems Inc being responsible to Purchaser for any damages or losses resulting from such suspension.



**12. LIMITED WARRANTY**

Subject to the following, Solution Control Systems Inc warrants that the Goods sold by it hereunder will conform to specifications and applicable industry standards and title will be clear from any security interests or encumbrances. Solution Control Systems Inc shall ensure that Purchaser benefits from existing manufacturers' warranties and in no event shall Solution Control Systems Inc's warranty exceed the warranty given by manufacturers' of the Goods. The sole obligation of Solution Control Systems Inc under such warranty shall be to replace or repair as deemed appropriate by manufacturer and provide assistance to Purchaser for any claim made to manufacturer of the Goods. THE ABOVE IS THE SOLE AND EXCLUSIVE WARRANTY, EXPRESS OR IMPLIED, PROVIDED BY SOLUTION CONTROL SYSTEMS INC AND IS IN LIEU OF ALL OTHER WARRANTIES, OF ANY NATURE WHATSOEVER, CONTRACTUAL, LEGAL, STATUTORY OR OTHER, AND WHETHER FOR MERCHANTABILITY, QUALITY, FITNESS OR OTHERWISE.

**13. LIMITATION OF LIABILITY**

THE LIABILITY OF SOLUTION CONTROL SYSTEMS INC WILL NOT UNDER ANY CIRCUMSTANCES EXCEED THE PURCHASE PRICE OF THE GOODS FURNISHED AND IN NO EVENT SHALL SOLUTION CONTROL SYSTEMS INC BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, EXEMPLARY OR CONTINGENT DAMAGES OR COMMERCIAL LOSS OF ANY KIND (INCLUDING DAMAGES FOR LOSS OF PROFITS) ALLEGEDLY SUSTAINED BY PURCHASER.

**14. INDEMNITY**

Purchaser agrees to indemnify and hold Solution Control Systems Inc harmless with respect to any third party claims for personal injury (or death), property damage or other loss which claims are based upon defective or allegedly defective design, material or workmanship furnished by Solution Control Systems Inc.

**15. ASSIGNMENT**

Purchaser shall not assign or transfer this agreement or any interest in, or monies under, it without the written consent of Solution Control Systems Inc and any assignment made without such consent shall be null and void.

**16. GOVERNING LAW AND INVALIDITY**

Any provision hereof which is contrary to law will not invalidate any other provision thereof. The foregoing sets forth the sole and entire agreement between the parties with respect to the Goods supplied hereunder. These terms and conditions and the agreement evidenced thereby shall be governed by and interpreted in accordance with the laws of the province of Canada where the Goods are delivered. If deliveries are made outside Canada the governing laws shall be the laws of the Province where the Goods are shipped from. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this agreement or to any order.

**17. APPROVALS & CERTIFICATIONS**

SCS makes no claim that Authorities Having Jurisdiction (AHJs) will accept and / or recognize the SCS mark(s). It is the client's responsibility to confirm with the AHJs in the intended market area that they accept the SCS mark(s) or approvals.