

E.H. Price
Terms and Conditions of Sale

1. **COMPANY:** The Company as used herein shall mean e.h. price.
2. **PRICE POLICY:** Prices of the goods may be increased depending on the date of release and/or shipment of the order, announced increases in the Company's list prices, or increases in labour and material cost.
3. **TERMS OF PAYMENT:** Terms of payment are subject at all times to prior approval of the Company's credit department. Terms of payment are net 30 days from date of shipment unless previously otherwise agreed in writing. If at any time the financial conditions of the Purchaser or other circumstances affecting the credit decision, in the Company's opinion, does not justify continuance of production of products or shipment of products on the terms of payment specified, the Company may require full or partial payment in advance, or may at its sole discretion stop or delay production or shipment of products. In the event of default in payment, Purchaser agrees to pay all costs of collection incurred by the Company including but not limited to collection agency fees, attorney fees and court costs. All past due amounts shall bear interest at highest rate allowed by law.
4. **SHIPPING TERMS:** All shipments will be made EXW – Ex Works - supplier plant with freight as quoted. All shipments will be made via a low cost common carrier and charges for special carrier services requested by the Purchaser shall be paid by the Purchaser. The Company may ship the goods in one or more lots. If purchaser request the goods be shipped to the Company warehouse for pick up, Purchaser agrees to being invoiced once products arrive at the Company warehouse.
5. **CLAIMS:** The responsibility of the Company for all shipments ceases upon delivery of goods in good order to the carrier. Since all goods are shipped at Purchaser's risk, Purchaser must file damage or shortage in transit against the carrier. Claims for factory shortages will not be considered unless made in writing to the Company within ten (10) days after receipt of the goods and accompanied by reference to the Company's bill of lading and factory order numbers.
6. **TAXES:** The amount of any present or future taxes applicable to the product shall be added to the price contained herein and paid by the Purchaser in the same manner and with the same effects as if originally added thereto.
7. **CANCELLATIONS:** Accepted orders are not subject to cancellation without the Company being reimbursed for any and all expenses, and being indemnified by the Purchaser against any and all loss.
8. **SHIPMENT DATES:** Shipment dates are only estimates. No contract has been made to ship in a specified time unless in writing, and signed by two officers of the Company.
9. **PRODUCT CHANGES:** In the interest of continuous product improvements, the Company reserves the right to change specifications and/or design without incurring obligation.
10. **RETURNED GOODS:** Goods may not be returned except by permission of an authorized Company official, and when so returned will be subject to handling and transportation charges. Authorized return goods must be shipped prepaid to the location designated by the authorization.
11. **LIMITED WARRANTY:** Free replacement parts will be provided by the manufacturer the Company represents in the event any product supplied by the Company and used in Canada proves defective in material or workmanship for a period of twelve (12) months from the initial start-up or eighteen (18) months from date of shipment, whichever expires sooner. Goods sold under this agreement are warranted only to the extent that the manufacturer warranted them to the Company or directly to the Purchaser. The Company's liability to the Purchaser shall not exceed the lesser of the cost of correcting defects in the goods sold or the original purchase price of the goods and the Company shall not in any event be liable to buyer or third parties for any delays of special, indirect or consequential damages. The Company's warranty does not apply to any goods which have been opened, disassembled, repaired or altered by anyone other than the Company or its authorized service representative or which have been subjected to misuse, misapplication or abuse. The Company is not obligated to pay any labour or service costs for removing or replacing parts, or any shipping charges. Refrigerants, fluids, oils, and expendable items such as filters are not covered by this warranty. This parts warranty and any optional extended warranties are granted only to the original user. Company's duty to perform under any warranty may be delayed, at Company's sole option, until the Company has been paid in full for all goods purchased by Purchaser. No such delay shall extend the warranty period.
The Company must receive a start-up information report for goods containing motor-compressors and /or furnaces. The registration/start-up form must be completed and returned to the Company within ten (10) days of original equipment start-up or start-up date and ship date will be deemed the same for warranty determination. No person has the authority to expand the Company's obligation beyond the terms of this express warranty.
12. **TERMS OF SALE:** Sale of goods covered hereby to Purchaser is made solely on the terms and conditions set forth herein, notwithstanding any additional or conflicting terms and conditions that may be contained in any purchase order or other form or purchase, all of which additional or conflicting terms and conditions are hereby rejected by the Company unless agreed upon in writing and signed by an officer of the Company. Specifically, the Company does not accept any holdbacks from its billings (see TERMS OF PAYMENT above). The Company is a supplier (not a contractor as defined in the Construction Lien Act) and is NOT subject to the holdback rules contained in the Construction Lien Act. No waiver, alteration or modification of the foregoing terms and conditions shall be valid unless made in writing and signed by an authorized official of E.H. Price. In particular and without limiting the foregoing, notwithstanding anything to the contrary in Purchaser's purchase order or any other documents, the Company does not accept any order subject to project design and specifications. Purchaser agrees to accept full and sole responsibility to determine whether the product ordered by the Purchaser meets the design and specification requirements of any project.
13. **PRODUCT DESIGN AND SPECIFICATION:** The Company does not accept any order subject to project design and specifications. The Purchaser agrees to accept full and sole responsibility to determine whether the product ordered by the Purchaser meets the design and specification requirements of any project.
14. **TARIFFS:** The amount of any present or future tariffs applicable to the product shall be added to the price contained herein and paid by the Purchaser