



## TERMS AND CONDITIONS

### 1. General:

Typographical and stenographic errors are subject to correction. Purchaser assumes liability for patent and copyright infringement when goods are made to purchaser's specifications. When quotation specifies material to be furnished by the purchaser, ample allowance must be made for reasonable spoilage and material must be of suitable quality to facilitate efficient production.

### 2. Prices:

Quoted prices and terms and conditions are not subject to verbal changes or other agreements unless approved in writing by the home office of the seller. All quotations and agreements are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond our control. Prices are based on costs and conditions existing on date of quotation and are subject to change by the seller before final acceptance. Quoted prices and discounts apply only to the specific quantities of items or specific services stated and do not include any taxes, transportation charges, special packaging or labeling, or other miscellaneous items or services not specified. Prices are subject to corrections for errors. When so stated on the quotation or order acknowledgement, prices invoiced will be those in effect at the time of shipment.

### 3. Taxes:

The amount of tax or other governmental charges upon the production, sale, shipment and/or use of goods sold hereunder, now imposed by any governmental authority or hereafter becoming effective shall be added to the prices herein provided, and shall be paid by the Buyer.

### 4. Quantity Discounts:

Quantity discounts, where applicable, are computed separately for each item ordered and are based on the quantity of each item ordered at any one time. If the quantity ordered for an item is partially cancelled, applicable discounts, if any, will be adjusted to the discount allowable for the uncanceled quantity.

### 5. Delivery:

All shipment dates quoted are after receipt and acceptance of order, unless otherwise specified. The Seller shall not be liable for delays, losses or failures or performance caused by fires, explosions, floods, other actions of the elements, strikes or other labour disputes from whatever cause arising, embargoes, riots, accidents, acts of public enemies, and/or rules, regulations, orders or acts of government, delays or carriers, lack of transportation facilities, shortages of available fuel or other sources of energy, or of basic raw materials or any other causes beyond the reasonable control of the Seller. The Seller shall in no event be liable for consequential or special damage arising out of delay due to any cause or for failure to give notice of any delay.

### 6. Payment Terms:

Subject to credit approval, payment terms are net thirty (30) days from the date of invoice, unless otherwise stated in the quotation or invoice.

### 7. Shipment:

All shipments will be made F.O.B. place of shipment unless otherwise specified or agreed to by the Seller. In the absence of specific instruction, the Seller will select the carrier. Title to the material and risk of loss shall pass to the Buyer upon delivery thereof by the Seller to the carrier or delivery service. Shipments will be insured only if specified on Buyer's order. Claims against Seller for shortages in the amount shipped must be made within five (5) days after arrival of shipment.

### 8. Returns:

No returns will be accepted without Seller's prior authorization. Some authorized returns will be subject to a restocking charge.

### 9. Warranty and Limitation of Liability:

WarmPro warrants its products against defects in material and workmanship for twelve (12) months for stock products provided such products are properly applied, used and maintained. WarmPro does not warrant any product against damage from corrosion, contamination, misapplication, improper specification or wear and tear and operating conditions beyond our control. The terms of this warranty are the exclusive terms available to any person, corporation, organization or legal entity. No person has authority to bind the Company to a representation or warranty other than this warranty. WarmPro is not liable for incidental or consequential damage resulting from use of the product whether a claim for such damages is based upon warranty, contracts, negligence or other fault. Should any product fail under these warranty conditions it will be repaired or replaced at no charge. Advance authorization must be obtained within thirty (30) days of failure. THIS WARRANTY IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, AND ALL OTHER SUCH WARRANTIES ARE SPECIFICALLY EXCLUDED. THE CORRECTION OF ANY SUCH DEFECTS BY REPAIR OR REPLACEMENT, TO THE EXTENT SET FORTH ABOVE, SHALL BE THE COMPANY'S LIMIT OF LIABILITY AND THE EXCLUSIVE REMEDY FOR ANY AND ALL LOSSES, DELAYS OR DAMAGES RESULTING FROM THE PURCHASE OR USE OF MATERIALS SOLD TO BUYER. IN NO EVENT SHALL WARMPRO BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, AND WARMPRO SHALL NOT BE LIABLE FOR AND BUYER ASSUMES RESPONSIBILITY FOR, ALL PERSONAL INJURY AND PROPERTY DAMAGE RESULTING FROM THE HANDLING, POSSESSION OR USE OF THE MATERIALS AND EQUIPMENT MANUFACTURED OR SOLD BY WARMPRO HEREUNDER.

### 10. Acceptance:

Quoted prices will remain firm for thirty (30) days from the date of quotation and are contingent upon the acceptance of all terms and conditions listed herein, unless otherwise stated in the quotation. All orders are subject to review and final acceptance by the Seller at its home office in Mississauga, Ontario.

**11. Cancellations:**

Seller's acceptance of order cancellation or order reduction requests is conditioned upon receiving Buyer's written agreement to assume termination charges or price adjustments.

**12. Miscellaneous:**

Conditions not specifically stated herein shall be governed by established trade customs. Terms inconsistent with those stated herein, which may appear on purchaser's formal order will not be binding on the Seller. The terms and conditions of this page shall, unless otherwise specifically agreed to by Seller in writing, be the sole terms and conditions governing any purchase and sales contract entered into between the Buyer and Seller. Stenographical and clerical errors are subject to correction. No modifications, or additions to, or waiver of any of the terms and conditions hereof will be effective unless agreed to in writing by the seller. THE VALIDITY, INTERPRETATION AND PERFORMANCE OF THIS AGREEMENT AND/OR ORDER AND ANY DISPUTE CONNECTED HERewith SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE PROVINCE OF ONTARIO.