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## TERMS AND CONDITIONS OF SALE

**QUOTATIONS** Due to the extreme volatility of exchange rates between the Canadian and US Dollar, all quotations expire 10 days from date of original quote. All prices quoted are F.O.B. Burlington, ON, Canada. The purchase price at time of sale is final unless otherwise noted on quotation provided.

**PAYMENT TERMS** General payment terms are "Payment in Advance" by "cheque", "bank wire transfer", our popular "Lease to Own" Program or by MasterCard or Visa. (Your Credit Card will be charged in full at the time the order is processed.). A 25% deposit is normally required with the order, with the balance due prior to shipping the machine. Other payment terms such as Net 30 days may be made available on a case-by-case basis to credit worthy government entities, schools or large corporations. CanSaw Ltd. reserves the right to cancel and to refuse to complete a Buyer's purchases.

**DELIVERY** The staff of CanSaw Ltd. will do our very best to have the equipment purchased, shipped and delivered in accordance with the quoted dates. However, all delivery dates stated are approximate and based on what our suppliers offer to us. CanSaw Ltd. will not assume any liability for any loss of income and/or profits, incidental, special or consequential damages resulting in delayed shipment and delivery of the equipment for any reason whatsoever. Any claims for shortages or claims that the equipment delivered is other than what was ordered must be made in writing to CanSaw Ltd. within three (3) business days after the arrival of the equipment at Buyer's plant or place of business.

**SAFETY IS THE BUYERS RESPONSIBILITY** Metalworking machines can be very dangerous, which means they may cause injury or death if used carelessly or incorrectly. Buyer shall require employees to use all safety devices, guards and proper safe operating procedures as set forth in manuals and instruction sheets furnished by the machine manufacturer. Buyer shall not remove or modify any such device, guard or sign. It is Buyer's responsibility to provide all the means that may be necessary to effectively protect all their employees from serious bodily injury which otherwise may result from the method of particular use, operation, set-up or service of the equipment. It is Buyer's responsibility to provide proper training to each employee using the machine or to use only employees that are sufficiently experienced in the use of such machine. Product training is available at extra cost. **(See training conditions sheet.)** It is the responsibility of Buyer to comply with any and all national and local codes including C.S.A. If

Buyer fails to comply with such provisions of this paragraph or the applicable standards or regulations aforementioned, Buyer shall indemnify and save CanSaw Ltd. harmless from and against any and all claims, losses or damages arising there from.

**RISK OF LOSS** Upon delivery by CanSaw Ltd. to a carrier for shipment of equipment to Buyer, risk of loss shall pass to Buyer. Thereafter, the carrier shall be deemed to be acting for and on behalf of Buyer and the terms of payment for the equipment shall not be affected by shipping damage to the equipment sold. *(See CanSaw damage claim instructions)*

**CANCELLATIONS/RESTOCKING CHARGE** Orders that have been shipped are not subject to cancellations. Orders which have not been shipped may be canceled in writing by Buyer to CanSaw Ltd. within five (5) days of the date of the purchase order. Orders that are canceled more than five (5) days after the date of the purchase order will be subject to a cancellation charge equal to twenty-five percent (25%) of the purchase order price of the machine, accessories or combination thereof.

**DESCRIPTIONS OF EQUIPMENT:** All weights and measurements given are estimates, stated, as correctly as possible and any minor deviations shall not invalidate a purchase order. Brochures, photographs and other illustration representing the equipment offered are not binding in detail, as improvements are constantly being made in design by manufacturers. Brochures are subject to change without notice. All supplier's machinery specifications may also change without notice.

**LIMITATION OF WARRANTY:** It is understood that CanSaw Ltd. is an independent distributor and not the manufacturer of most of the equipment it sells. All warranties offered are those of the manufacturers of the equipment and not of CanSaw Ltd. CanSaw Ltd. assigns to Buyer, all warranties, if any, received by it from the manufacturer. **Unless otherwise specified, our standard manufacturer's warranty is defective parts replaced for one year from delivery date, labor not included.** CanSaw Ltd. has no obligation or liability arising from the manufacturer's warranty. Buyer further represents and acknowledges that CanSaw Ltd. has not made any representations or warranties, direct or indirect, express or implied as to any manner whatsoever, including without limitation, the design or condition of any item of equipment, its merchantability or its liability or its fitness for any particular purpose, the quality of the material or workmanship of any item of equipment, improper delivery, delay in delivery or conformity of any item of equipment to the provisions and specifications of any purchase or orders relating thereto, nor shall CanSaw Ltd. be liable for incidental or consequential . CanSaw Ltd. shall not be liable to Buyer, or any other party, for any loss, damage, injury or expense of any kind or nature caused directly or indirectly by the equipment or the failure of the equipment to operate properly. CanSaw Ltd. gives no warranty, express or implied, as to the quality, finish, accuracy or tolerance, compliance with electrical, hydraulic, pneumatic or other safety codes required by any governmental or quasi-governmental body; efficiency, productivity, performance, merchantability, conditions of the merchandise being suitable for any particular use intended purpose or otherwise. It is also understood that the Buyer has the responsibility to discuss and

work with the technical support provided by the manufacturer to resolve small problems that can usually be solved via telephone assistance and whatever replacement deemed necessary.

**ASSIGNMENT** This agreement may not be assigned without the express written consent of the parties hereto. Any attempted assignment of rights or delegation of duties shall be void.

**GOVERNING LAW; JURISDICTION; DISPUTE RESOLUTION:** This agreement shall be construed in accordance with the laws of the Province of Ontario, Canada. The provisions of this agreement are divisible and the invalidity or unenforceability of any provision or provisions contained herein shall not in any way affect the validity of this agreement without the invalid or unenforceable provision or provisions. The laws of the Province of Ontario shall govern your purchase from CanSaw Ltd. and BUYER agrees it is subject to any court of competent jurisdiction located in Ontario, which province shall be the exclusive venue for adjudicating disputes arising out of your purchase. In any such litigation or arbitration, the prevailing party shall have its reasonable attorney fees and expert fees and other expenses incident to such adjudicatory proceeding paid for by the non-prevailing party. In no event shall either of the PARTIES be liable hereunder for any consequential, indirect or special damages..

**MERGER CLAUSES:** The entire contract is embodied in this writing. There are no understandings, agreements, representations, or warranties, either oral or written, relative to the products, including statements made in or conduct implied from past dealings, that are not fully expressed herein. No statement subsequent to the acceptance of the purchase order purporting to modify the said terms and conditions shall be binding unless consented to in writing by a duly authorized officer of CanSaw Ltd. in a document making specific reference to this transaction. Effective January 1st, 2019.

**USE OF INFORMATION:** The information you provide to CanSaw Ltd will be used to provide you with information and prices of machines you express interest in, along with further information about our company, our services and the machines we offer. You may receive an occasional email or catalog or other promotional information or literature from our company. You may opt out of receiving future info by contacting us via mail or email to request that the contact info you provided us be removed from our list.

**TRANSPORT DAMAGE CLAIM PROCEDURE** It is the buyer's responsibility to inspect the machine completely before signing the delivery receipt. (Failure to comply with these procedures may result in your being responsible for the costs in repairing the machine!) If damage to the machine is obvious - Note damage and sign **(DAMAGED IN TRANSPORT – SUBJECT TO INSPECTION)** on carrier's delivery receipt. Accept the shipment; it can be returned later if repairs aren't possible in the field.

Report unseen damage as soon as possible. This makes it easier to prove that it didn't happen in your plant. Inspect machine carefully before moving from the receiving area. Again, if the machine isn't moved it's easier to prove your claim.

- Request a “damage inspection” from the delivering carrier:
- The carrier will send its own people or contract an independent agency to make the inspection.
- The inspector will request a signature on the report and leave a copy.
- The carrier “damage inspection” report isn’t necessarily final; if additional damage is found when repairs are started, contact the carrier for another inspection.
- Don’t move the equipment from the receiving area and keep all shipping materials until the carrier “damage inspection” report is complete.
- If possible, take photographs of the damage and keep them with your files. Photos could possibly prove a claim at a future date.
- Keep a record of all expenses and be sure they are documented.

**INSTALLATION** Site preparation, installation, and provision of all necessary services shall be the expense and responsibility of the Purchaser. The Purchaser agrees that it has sole responsibility for the proper installation of the equipment including without limitation compliance to all codes and regulations of any local, state, provincial or federal government or authority.

**SET-UP AND TRAINING** Although not necessary, CanSaw offers “On-Site” operator training, help on the initial installation, and set up on all CanSaw machinery by a factory-trained technician at extra cost. Our rates are:

**Labour: \$95.00/ Hour**

**Travel Time: \$75.00/Hour**

**Mileage Charge: \$0.60/Kilometer**

Site preparation and provision of all necessary services shall be the expense and responsibility of the purchaser. The purchaser agrees that he/she has sole responsibility for the proper installation of the equipment including without limitation compliance to all codes and regulations of any local, state, provincial or federal government or authority.