



CONDITIONS OF SALE & WARRANTY

General: These terms and conditions, the terms and conditions included in the quotations or order acknowledgement (if any) are applicable to all products offered for sale by Tech-Con Automation ULC dba APS CANADA ("APS"), constitute the "Agreement" between APS and the Purchaser and may not be varied, except as agreed in writing by APS.

Terms of Sale:

1. The Purchaser agrees to hold APS harmless for any and all claims arising from the misuse or misapplication of any product manufactured or supplied by APS.
2. Products returned for credit will be subject to 15% restocking charge. Only standard Products will be accepted for restocking. All sales of non-standard items are final.
3. Payment may be made by credit cards issued by VISA or MASTERCARD. Payment by credit cards issued by AMERICAN EXPRESS will be subject to 3% service or charge.

Delivery: Unless otherwise specified by APS, delivery will be made DAP (Delivery at Place, Incoterms® 2010), at the Purchaser's location or facility. Title and risk of loss or damage passes to Purchaser on delivery.

Warranty: The following classes of products carry the warranty indicated. Any component included in an assembled product which is subject to wear is not warranted. Products which have been subject to abuse including misapplication, corrosion, excessive pressure, over-tightening and galling screw threads will not be accepted for replacement under warranty. Products not manufactured by APS will carry the warranty of the respective manufacturer.

Hose: Not warranted. Coupling may be warranted by manufacturer.

Rigid Lances: 90 days from date of shipment.

Plungers and Pump Packing: Not warranted.

Control Guns, Flow Divider Valves and Flow Control Valves: 90 days from date of shipment.

Relief Valves: 180 days from date of shipment.

Nozzles and Nozzle Inserts / Orifices: Not warranted.

Fittings, Connectors and Couplings: 180 days from date of shipment.

LIMITATION OF WARRANTIES, EXCEPT AS PROVIDED IN THE WARRANTY SECTION ABOVE, APS MAKES NO OTHER WARRANTIES TO PURCHASER, EXPRESSED OR IMPLIED, AND HEREBY EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.



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Shipping Costs: Orders may be shipped prepaid by any regularly available means, and the cost will be paid by the Purchaser. Other costs, including but not limited to: insurance for the full retail value of the products, packaging, crating and any other handling costs will be billed to the Purchaser. If the Purchaser collects the products from APS' Burlington facility there will not be any shipping charges.

Payment: All invoices are due net 30 days from date of shipment. Any invoices which are more than 30 days past due will result in the account of the Purchaser to be placed on hold.

Taxes: In addition to any prices specified by APS in the Agreement, Purchaser shall bear, pay and be responsible for the gross amount of any present or future taxes, duties or levies, of a sales, use, excise, value added, goods and services or other similar nature, applicable to or assessable on the price, sale or delivery of any products or services furnished under the Agreement or to their use by APS or Purchaser or otherwise applicable to the transactions under the Agreement, or Purchaser shall furnish APS with evidence of exemption acceptable to the taxing authorities.

LIMITATION OF DAMAGES: APS SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF USE, LOSS OF PRODUCTION, DAMAGE TO OTHER EQUIPMENT, COST OF CAPITAL OR INTEREST. APS' LIABILITY IS LIMITED TO REPAIR OR REPLACEMENT OF THE EQUIPMENT AND THE DETERMINATION, REGARDING WHICH OF THESE IS APPROPRIATE, SHALL BE AT APS'S SOLE DISCRETION. THE PARTIES AGREE THAT THE FOREGOING REMEDY IS REASONABLE AND DOES NOT CAUSE THE AGREEMENT TO FAIL IN ITS ESSENTIAL PURPOSE.

Intellectual Property: No ownership of any patent, copyright, trade secret, technical data or other industrial or intellectual property is transferred to Purchaser under this Agreement. No products sale is to be construed as the grant by APS to the Purchaser of any license to copy, modify, revise or reconstruct anything falling within the scope of patents, copyrights, trade secrets, technical data, or other industrial property of APS or third parties.

Applicable Law: Any question concerning the validity, construction, or performance of this Agreement will be governed by the laws of the province of Ontario, Canada.