

# TERMS AND CONDITIONS

## 1. GENERAL

These conditions supersede those contained in all previous quotations, orders and agreements whether written or oral and shall be the only conditions governing future transactions between the Seller and the Buyer, unless otherwise specifically agreed to in writing by the Seller. Clerical errors are subject to correction. Time is of the essence hereof.

## 2. LIMITATIONS OF LIABILITY

Mac warrants that the products will be manufactured in a good and workmanlike manner, in accordance with the specifications of Mac or the customer, as the case may be. This warranty is in lieu of all other warranties, written, oral, statutory, express or implied, including, without limitation, warranties of merchantability and of fitness for a particular purpose. Mac's liability shall be limited to the replacement of the goods and customer shall not have any claim for damages arising out of the use or the operation of the goods, whether intort or in contract; and without limiting the foregoing, Mac shall not be liable for any indirect, special or consequential damages of any nature or kind whatsoever, including business, economic or other loss.

## 3. ESCALATION

Prices quoted are based on current labour rates and material costs and, if applicable, current freight rates, customs duties, taxes and foreign exchange rates and are therefore subject to change to the extent of any change (either before or after acceptance of this quotation and during the contract period) in any of the foregoing items.

## 4. TERMS

All orders are subject to approval of Seller's Credit Department. All payments past due shall bear interest at the rate of 11/2 % per month (equivalent to 18% annum) until paid. Orders cannot be cancelled or changed or deliveries deferred, except on terms satisfactory to the Seller. If the Buyer fails to pay an installment of the purchase price when due, the Seller may stop work and, at the Seller's option, the entire purchase price shall become immediately due and payable.

## 5. PAYMENT

All prices quoted are F.O.B. Seller's plant. Sale shall be deemed complete and the property in the goods pass when the goods are ready for delivery. Goods will be invoiced when ready for delivery and payment thereof shall be net cash thirty (30) days from the date of invoice. The Seller reserves the right to alter the terms of payment or to require payment prior to the time of delivery, if, in the Seller's opinion, the Buyer's financial condition or other circumstances do not warrant delivery on the terms originally agreed upon. A quotation is valid for a period of thirty (30) days from quotation date. Prices quoted are exclusive of all sales and excise taxes, customs duties or other taxes or levies, and the Buyer is to be responsible therefore.

## 6. PACKAGING

Chain is shipped in wired bundles of approximately 10 foot lengths. Any other lengths required, shall be made on customer's authorization at time of order.

## 7. DELAYS

Delivery dates are estimates only and are predicated on conditions as known to the Seller at the time of the quotation and the Seller shall not be liable for any direct, indirect or consequential damages due to delays or inability to perform caused by factors beyond its control including but not limited to acts of God, flood, war, riot, fire, accident, explosion, labour troubles, acts of Government, delay or default by sub-contractors or suppliers of material or services or transportation difficulties. Delivery dates shall be extended by the period of such delay.

## 8. SHIPMENT

If transportation quoted, the Seller shall decide carrier and method of shipment unless Buyer's instructions have been agreed to by the Seller prior to quotation. The Seller will not be responsible for any loss or damage to the goods after they are ready for delivery to carrier and the Buyer agrees to assume such risks. Insurance premiums, special crating or shipping charges shall be arranged and paid for by the Buyer.

## 9. INSPECTION

If Buyer reserves right to inspect the goods prior to delivery such inspection shall be made within seven (7) days of Buyer receiving written notice from Seller that the goods are ready for delivery; otherwise Buyer shall be deemed to have waived all rights of inspection and delivery to the Buyer shall be deemed to be complete at the end of the seven (7) day period.

## 10. STORAGE AND RETURN OF GOODS

If the Buyer is unable to remove the goods within thirty (30) days of their delivery ex Seller's plant, the Seller shall be entitled to charge storage on the goods. Goods cannot be returned except upon Seller's written consent, and will be subject to a restocking charge equal to 25% of the Buyer's invoice price.

## 11. SPECIFICATIONS

In accordance with the policy of the seller to constantly improve its products, the specifications, designs, and dimensions contained in this catalogue are subject to change without notice.

## 12. RESPONSIBILITY

We decline responsibility for any damages incurred as a result of improper installation of attachments installed by firms other than ourselves.

## 13. APPLICABLE LAW

Any contract between the Buyer and Seller shall be subject to and construed in accordance with the laws of the Province of British Columbia.

## 14. PATENTS

The Buyer agrees to save the Seller harmless from all patent infringement claims, liability and expense resulting from the Seller's compliance with the Buyer's specifications or designs now or hereafter forming a part of any work or from written instructions of the Buyer directing the manner in which the Seller shall perform any work

