



## TERMS AND CONDITIONS

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## TERMS AND CONDITIONS

1. Terms & conditions of quotation
  - a. Quote is valid for 30 days only.
  - b. Purchaser's offer resulting from Trivolt's quotation is expressly conditioned upon Purchaser's assent to Trivolt's standard terms and conditions printed below. All orders will be subject to acceptance on Trivolt's standard sales order acknowledgement form by Trivolt at Trivolt's appropriate order entry location.
  - c. Once a quote has been confirmed by Trivolt, then the prices in the quote will be confirmed as the final agreed price. A quote is confirmed as 'final' as soon as Trivolt and the Purchaser both agreed with the final price after any last changes requested by Purchaser.
  - d. The price in the final quote may vary from the original request if there are any price or product changes requested by Purchaser. Trivolt reserves the right to alter product and prices in the quote , as long as the quote has not been confirmed.
  - e. Quotes and estimates shall be deemed to correctly interpret the original specifications and are based on the cost at the time the quote or estimate is given. If changes are required later to the quote, these changes need to be agreed upon and the changes will be charged at our prevailing rate.
  - f. In the event that products in the quote are subjected to any price and supply fluctuations, which is outside of our control we reserve the right to update the price and product in the quote accordingly. If a product has undergone a price drop or a price increase, the quote will then be adjusted accordingly. If there is a product that is no longer available, the product will then be replaced or substituted based on customer's request and is subject to their final approval.
  - g. Price on non stocked products is subjected to price and stock fluctuations and can only be confirmed once the quote is turned into an order. While we endeavor to honor every price quoted, if there is a price increase that is beyond our control, we reserve the right to increase the price as necessary.
  - h. Once a quote has already passed the expired date, Trivolt may cancel the quote or estimate without having to notify or receive an approval from Purchaser.
  - i. Any discounts given on the quote are usually worked out based on the overall quote amount, if there's any significant changes to the overall quote amount, the discount may also be changed to reflect it.
  - j. Once the quote has been confirmed and converted to an order, the order will be subjected to our normal terms and condition of sale.
2. Terms & conditions of sale
  - a. The terms and conditions contained herein, together with any additional terms contained in Trivolt Industries proposal, constitute the entire agreement between the parties with respect to the order and supersede all prior communications and agreements. Acceptance by Trivolt of Purchaser's order or Purchaser's acceptance of Trivolt's products proposal is expressly limited to and conditioned upon Purchaser's acceptance of these terms and conditions which may not be changed or waived except in writing.
3. General:
  - a. Prices do not include any taxes, now or hereafter enacted, applicable to the goods sold on this transaction. Taxes will be added by Trivolt to the sales price where Trivolt invoices the same to comply with law, and will be paid by Purchaser unless Purchaser provides Trivolt with a proper tax exemption certificate.
  - b. If parts are custom manufactured for Purchaser, the quantities shipped may vary from the quantities ordered by a maximum of plus or minus 3%. Exact quantity orders may require extra charges.
  - c. Orders are accepted on the basis of the cost of labor and/or materials as of the date of the acknowledgements. A change in the costs of labor and/or materials during the production of an order shall give Trivolt the right to alter prices heron to reflect such changes in costs. Customer reductions below quantities originally acknowledged, are subject to increase in prices.
  - d. Trivolt is not responsible for changes in design, deliveries or instructions of any kind unless they are submitted in writing and accepted in writing by Trivolt. The Customer agrees to pay for changes in dies, tools, jigs, and/or fixtures made necessary by customer changes in specifications, and also agrees to assume all risk of resultant damage.
  - e. Shipping dates are based on prompt receipt of all necessary information from Purchaser.
4. Information Furnished to and by Purchaser:
  - a. Any drawings or other information submitted to the Purchaser shall remain the exclusive property of Trivolt. Purchase shall not, without Trivolt prior written consent, copy or disclose such information to a third party. Such information shall be used solely for the inspection or operation or maintenance of the Products and not for any other purposes, including the duplication thereof in whole or part.
5. Blanket Orders:
  - a. Trivolt may accept customer blanket orders under the Terms and Conditions as outlined in this document, with additional conditions.
  - b. All blanket purchase orders will contain a purchase order number, unit pricing, total quantity, scheduled quantities and release delivery dates.
  - c. Trivolt blanket orders will have a maximum duration of twelve months. All blanket orders will be shipped complete within one year period from the date of the first shipment on the order.
  - d. Any extensions to this shipping policy must be approved in writing. If the blanket order is extended for a period exceeding the original twelve months order period, Trivolt will have the right to pass on any price increases they have incurred on the non shipped portion of the blanket order.
  - e. Any pricing considerations extended by Trivolt based on the quantities involved in the blanket order will be honored except if the blanket order is cancelled prior to completion. A cancellation charge will be assessed that may include order cancellation charges and retraction of the initial pricing considerations that were extended and based solely on the blanket order quantities.

6. Substitutions and Modification of Goods
  - a. Trivolt may modify the specifications of goods designed by Trivolt, and substitute goods manufactured to such modified specifications for those specified herein, provided such goods substantially conform to this contract.
7. Conformance:
  - a. Samples submitted shall be deemed approved if written notice of rejection is not received within two weeks after date of submittal.
  - b. Inspection and Tolerances-All dimensions must be limited by specified tolerance; when not specified by the Purchaser, it is understood that commercially recognized tolerances will apply. When a sample is supplied for duplication without a blueprint, all dimensions shall be considered "mean" dimensions. Commercially recognized inspection procedures will be followed by the Trivolt unless specifically arranged otherwise.
  - c. When Purchaser purchases pursuant to his own specification, the Trivolt will not be responsible for the design and fitting of parts; the conforming of the Trivolt's product to the specified tolerances is sufficient as to the correctness of the product.
8. Payment:
  - a. The payment terms are 30 days from date of invoice unless otherwise noted. 2% interest per month (24% per annum) will be charged on accounts over 30 days.
  - b. Contract or orders are subject to approval of Trivolt's credit department. A maximum approved credit limit is 15,000.00 CAD. Any purchase over 15,000.00 will require a deposit at the time of purchase.
  - c. Trivolt reserves the right to modify, change or withdraw credit terms at any time prior to delivery without notice and to request guaranties, security or payment in advance for the amount of credit involved. Trivolt shall have the right to terminate all contracts and orders, whereupon Trivolt shall be entitled to receive reasonable cancellation charges. If delivery is delayed by Purchaser, payment shall become due on the date Trivolt is prepared to make delivery. Delays in delivery or non-conformities in any installments shall not relieve Purchaser of its obligation to accept and pay for remaining installments.
9. Delivery:
  - a. Delivery to the customer of finished parts depends upon receipts by us of material, tools, fixtures and dies. Estimated delivery dates are based on statements of suppliers and are not guaranteed. Trivolt will use its best efforts to complete delivery on estimated dates, but we assume no liability for failure to do so.
  - b. If special packaging is required, a charge may apply.
  - c. Customers are responsible for all shipping and handling costs. Orders are shipped collect, on customer account number unless otherwise agreed upon. If an account is not available, Trivolt will ship UPS Prepaid and Charged for packages below 100lbs and for LTL shipments, TST Overland Express Prepaid and Charged is used. Any additional incurred costs pertaining to a shipment will be invoiced back to the Customer.
  - d. F.O.B. Trivolt
10. Risk of loss:
  - a. Notwithstanding any agreement with respect to delivery terms of payment or delivery charges, risk of loss or damage shall pass to Purchaser and delivery shall be deemed to be complete upon delivery to a private or common carrier or upon moving into storage, whichever occurs first, at the point of shipment. All claims for breakage, damage and losses should be made direct to the transportation company.
11. Product warranty:
  - a. Trivolt warrants, for a period of one year from the date of original delivery, its products to be free from defects in material and workmanship. Trivolt's obligation under this warranty is limited to repair or replacement at its factory of any part or parts of said products which shall be returned to Trivolt with transportation charges prepaid and which Trivolt 's examination shall disclose to its satisfaction to have been defective.
  - b. This warranty shall not apply to any product or component thereof which has been repaired or altered outside of Trivolt's factory in any manner, so as, in Trivolt's judgment to affect its serviceability of which has been subject to misuse negligence or accident, or to products made by Trivolt which have been operated in a manner contrary to Trivolt's instructions. Under no circumstances shall Trivolt be liable for loss, damage, and cost of repair or consequential damages of any kind in connection with the sale, use or repair of any products purchased from Trivolt.
12. Return:
  - a. Claims for shortage or rejections for defects must be made within ten days after receipt of goods. Credit will be rendered on such defective parts provided they are returned to our factory, transportation charges paid, within thirty days after date of shipment, and after we have had an opportunity to inspect them. Credit will not be issued on any parts which have been altered or defaced in any way, or upon which an additional operation has been performed. Trivolt is to have the option to give credit or replacement.
13. Cancellation:
  - a. Any order or contract may be terminated by Purchaser only upon written notice and upon payment of reasonable and proper termination charges, including but not limited to all costs and identified to that order or contract incurred prior to the effective date of notice of termination and all charges incurred by Trivolt in respect to the termination, plus a fixed sum of 25% of the final total sales value (price x total quantity). Orders may be cancelled by Trivolt with 30 days of written notice.

14. Inventions

- a. Unless otherwise agreed in writing by Trivolt and the Purchaser, reserve all rights, title and interest in any invention, development, improvements or modifications of or for Products and services furnished to Purchaser shall remain with Trivolt.

15. Limitation of liability:

- a. In no event, regardless of cause, shall Trivolt assume responsibility for or be liable for penalties or penalty causes or any description or for indemnification of customer or others for loss, damages or expenses each arising out of or related to the goods or services of this order.
- b. Trivolt staff, when requested, will serve customers in submitting suggestions concerning design and construction of parts and will recommend materials, but will not assume any responsibility or liability for the practicability of these suggestions or recommendations adopted by customer.

16. Product Application Indemnity

- a. Purchaser agrees to indemnify and hold harmless Trivolt for all claims, whether arising in tort or contract, against Purchaser and/or Trivolt, including Attorney's fees, expenses and costs, arising out of the application of Trivolt's products to Purchaser's designs and/or products, or Trivolt's assistance in the application of Trivolt's products.

17. Exclusive Remedies

- a. If the goods furnished by Trivolt fail to conform to Trivolt's exclusive limited warranty, Trivolt's sole and exclusive liability shall be (at Trivolt's option) to repair, replace or credit Purchaser's account for any such goods which are returned by Purchaser during the applicable warranty period set forth above, provided that (i) Trivolt is promptly notified in writing upon discovery by Purchaser that such goods failed to conform to this contract with a detailed explanation of any alleged deficiencies, (ii) such goods are returned to Trivolt, F.O.B. Trivolt's plant, and (iii) Trivolt's examination of such goods shall disclose to Trivolt's satisfaction that such alleged deficiencies actually exist and were not caused by accident, misuse, neglect, alteration, improper installation, unauthorized repair or improper testing. If such goods are non-conforming, Trivolt shall reimburse Purchaser for the transportation charges paid by Purchaser for such goods. If Trivolt elects to repair or replace such goods, Trivolt shall have a reasonable time to make such repairs or replace such goods. THIS IS THE TRIVOLT'S ONLY LIABILITY AND PURCHASER'S EXCLUSIVE REMEDY FOR ANY CLAIM, WHETHER ARISING IN TORT OR CONTRACT, AND IN NO EVENT SHALL TRIVOLT BE LIABLE FOR SPECIAL, COLLATERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.