

TERMS AND CONDITIONS OF SALE/PERFORMANCE OF SERVICES:

1. TERMS OF OFFER:

This quotation constitutes an offer to sell according to terms set forth herein. Unless otherwise indicated, this offer shall remain open for thirty (30) days only from the date of this quotation and shall be deemed accepted by the Customer only upon receipt and acceptance by ABCO of the quotation duly signed by an authorized delegate of the Customer and upon acceptance by ABCO of a purchase order if provided by the Customer.

The quotation and these Terms and Conditions of Sale/Performance of Services, if accepted, shall constitute the entire agreement between the Customer and ABCO.

Acceptance of this offer by the Customer is expressly limited to the terms hereof and in the event that the purchase order from the Customer states terms additional or different from those set forth herein, the Customer agrees that the terms of this quotation shall govern.

2. WARRANTY:

ABCO warrants that products manufactured by ABCO will be free from defective workmanship under normal use and service, for a period of one year from the date of delivery of said products or services. ABCO agrees to repair or replace, at ABCO's option, any part of the products which are found defective within the warranty period, provided that such defect is reported to ABCO in writing within the warranty period and such part is, upon request, returned prepaid to ABCO for repair or replacement.

ABCO warrants that services it renders will be performed in a competent manner by qualified personnel. The only remedy of Customer for breach of this warranty as to services is reperformance by ABCO of such services to the extent necessary to correct a material deficiency, provided that the material deficiency in such services is reported to ABCO in writing within ninety (90) days of the rendering of such services.

This warranty does not cover:

- a. The results of ordinary wear and tear;
- b. Any part damaged by neglect, misuse, accident, excessive deterioration or corrosion from any cause including improper operation or maintenance;
- c. Any part damaged by the use of any replacement part not supplied or authorized by ABCO;
- d. Any part damaged in the course of or as the result of installation, modification, repair or adjustment performed by anyone other than an authorized ABCO representative - if such installation, modification, repair or adjustment adversely affects the performance of the equipment; or
- e. Any travel and lodging costs or transportation costs related to repair or replacement of products, or reperformance of services, all of which shall remain the responsibility of the Customer.

ABCO makes no warranty as to equipment and materials supplied, but not manufactured by ABCO or any other equipment sold or distributed by ABCO which is covered only by the warranty, if any, of its manufacturer.

If it is subsequently found that the work is not warrantable, the Customer shall reimburse ABCO for all time and expenses incurred in responding to the claim on the warranty.

It is expressly understood that - in no event - shall ABCO be liable for indirect or consequential damages resulting from breach of this warranty or such defective material or workmanship including, but not limited to, buyer's loss of material or profits, increased expense of operation, downtime or reconstruction of the work and - in no event - shall the ABCO obligation under this warranty exceed the original contract price of equipment supplied, or work performed.

This warranty is in lieu of any other warranty or obligation, and no liability is assumed by ABCO except as expressly stated above. ABCO does not authorize any person to create for it any other obligation or liability in connection with the work performed. This warranty is not transferable.

3. PRICE:

- a. The price is as stated on the quotation and is in the currency of Canada unless otherwise noted.
- b. The price may be adjusted at time of order based on currency fluctuations as noted in the quotation.
- c. The price is exclusive of sales taxes, duties, tariffs or the like.

4. PAYMENT:

Payment terms are as detailed in the quotation. The extension of credit is at all times subject to the approval of ABCO's credit department. A service charge of 1 1/2% per month will be added for each 30 day increment or part thereof for late payments.

- 5. DELIVERY:**
ABCO will endeavor to the best of its ability to meet delivery schedules provided at time of order. The delivery schedule is based on ABCO receiving all necessary information from the Customer when required including all payments. ABCO will not be responsible for any damages whatsoever caused by delay in shipment that may result from causes within or beyond the control of ABCO.
- 6. RISK:**
Risk to the supplied product described herein shall pass to the Customer when delivered to the carrier as selected by ABCO or to the carrier designated by the Customer. Customer agrees to provide adequate fire and risk insurance to pay ABCO for the balance due in the event of loss or damage after the equipment is placed in the hands of the carrier.
- 7. TITLE:**
Title shall pass to the Customer when the Customer has paid for the supplied product described herein in full.
- 8. CANCELLATION:**
The order may not be cancelled or modified, except with ABCO's written consent and upon terms that will indemnify ABCO against all loss.
- 9. DESIGN CHANGES:**
ABCO will not be required to make any design changes requested by the Customer after acceptance of ABCO's quotation. Any design changes that ABCO agrees to make which will increase ABCO's costs require prior written agreement as to the price adjustments for such change.
- 10. OWNERSHIP OF DESIGN:**
All drawings, specifications and processes provided by ABCO to the Customer shall remain the property of ABCO. The Customer agrees that it will not disclose this information to others without the express written permission of ABCO.
- 11. BACKCHARGES:**
The Customer shall pay all amounts due to ABCO without backcharges or counterclaims of any kind.
- 12. PRODUCT ACCEPTANCE:**
Unless otherwise agreed in writing, product acceptance will be at ABCO's manufacturing plant in Lunenburg. Inspection by Customer or their representative can be made with reasonable advance notice. Customer required testing prior to delivery shall be agreed in writing between Customer and ABCO. The Customer shall pay associated costs to ABCO if the testing is additional to the quotation.
- 13. CLAIMS FOR SHORTAGES OR SHIPPING DAMAGES:**
Any claims for damages or shortages must be so noted on the delivery receipt and reported to ABCO within 5 days after receipt of the shipment.
- 14. FORCE MAJEURE:**
ABCO shall not be liable to the Customer for any failure to deliver the product or service herein or delay in complying with the terms and conditions of this agreement if such failure or delay shall be due to but not limited to any act of God including fire, strikes, differences with workers, union disruptions, civil or military authority, insurrection or not, by failure of other manufactures or suppliers to deliver equipment or materials when promised, or by any other cause which is unavoidable or beyond the reasonable control of ABCO.
- 15. INDEMNITY:**
The Customer agrees to indemnify and hold ABCO harmless from any and all claims, losses, damages, and expenses, including reasonable attorney fees, caused by or arising out of the use or operation of the products by the Customer.
- 16. GOVERNING LAW:**
The quotation, these terms and conditions and any contract formed by or as a result of the quotation and these terms and conditions shall be governed by and construed accordingly to the laws of the Province of Nova Scotia and the federal laws of Canada applicable therein. Customer hereby attorns to the jurisdiction of the courts of Nova Scotia. Unless otherwise agreed by ABCO in its sole discretion, all legal proceedings shall occur exclusively in Nova Scotia.