



**TERMS OF SALE**

<b>SALES CONFIRMATION, CONDITIONAL SALES CONTACT, TERMS OF SALE, FREIGHT, FOB, AGREEMENT</b>	A Sales Acknowledgement confirmation must be signed and faxed back to Chillers Inc. Sales Acknowledged orders for requested shipment beyond 120 days from order date are subject to price review 30 days before shipment. Open account status subject to credit approval. Buyer may be required to sign Conditional Sales Contract if Chillers Inc. deems applicable. On open accounts, payment is required as per terms specified on invoice date. Shipments are F.O.B Newmarket, Ontario freight collect. Payments are too made in specified currency on the invoice. Chillers Inc. requires that our invoices be paid within the specified time. In the event the buyer does not pay in full within specified terms from invoice date, the Chillers Inc may institute collections proceedings in which event buyer aggress to pay Chillers Inc. all collection costs incurred by Chillers Inc. including, without implied limitation, attorney's fees. Title to goods shall remain with Chillers Inc. at all times during the time that the buyer has possession of goods until fully paid by buyer.
<b>PRICE AND QUOTATIONS</b>	Written quotations are firm for 30 days. Quotations containing accidental clerical errors (i.e. omissions, incorrect pricing, inaccurate specifications) are subject to corrections and create no liability from on the part of Chillers Inc.
<b>SPECIFICATIONS</b>	Specifications are subject to change without notice or liability to Chillers Inc. Such change shall not cause deviations from quoted performance characteristics or customer specified requirements.
<b>TAXES, CUSTOMS, FREIGHT</b>	Quotations do not include provision for taxes, duties, tariffs, brokerage, or items of a similar nature of any kind. Where applicable, these items will be added to the transactions invoice. All heavy equipment with weight over 2000 lbs that will require extra machinery to unload we must be called one week prior to ensure arrangements for onsite delivery. We will not be held responsible for any fees if prior arrangements have not be confirmed on week prior to shipping.
<b>WRITTEN CONFIRMING PURCHASE ORDER</b>	Chillers Inc. must receive hard copy of purchase order from buyer. However, a buyer supplied purchase order must be received by Chillers Inc. according to: <ul style="list-style-type: none"> <li>a. Standard unit products with no options or features ó before shipment,</li> <li>b. All special or optional feature products and all systems, before any engineering, material or production scheduling or shipment activity will be made. Chillers predicted delivery schedule will commerce upon receipt of the written confirming purchase order.</li> </ul>
<b>CHANGE ORDERS</b>	Acknowledged purchase orders which are subsequently changed (specifications, features, etc) by the buyer will be amended to reflect that list price of the modifications, including engineering overhead components, Production lead times may or may not change from such modifications.
<b>CANCELLATIONS CHARGES</b>	All cancellations (partial or total) must be made in writing. No verbal cancellation instructions can be accepted. After order placement and acknowledgement, if the order is cancelled (partial or total) by the buyer for whatever reason, cancellation charges will become payable according to: <ul style="list-style-type: none"> <li>a. Standard unit products with no options or special feature 10% of selling price, net 10 days.</li> <li>b. Standard system products with no options or special features: 15% of selling price plus standard installation drawings fee, net 10 days,</li> </ul> Special unit or systems: 25% of selling price plus standard installations drawings fee, net 10 days.
<b>RESTOCKING CHARGES</b>	From date of shipment, charges will be made for the return of product as scheduled: <ul style="list-style-type: none"> <li>a. 0-30 days 30% of the selling price</li> <li>b. Beyond 30 days no return accepted</li> </ul> No returns of any kind shall be accepted with out prior written approval of Chillers Inc.
<b>NON-LIABILITY</b>	Chillers Inc. shall not be liable for failure to perform any obligation with respect to the buyer resulting directly or indirectly from or contributed to by acts of God; acts of Buyer; civil or military authority; fires; strikes or other labour disputes; accidents; floods; epidemics; war; riots; delays in transportation; inability to obtain raw materials, components, labour, fuel, or supplies; or any other circumstances beyond Chillers Inc. reasonable control whether similar or dissimilar to the foregoing.
<b>WSIB &amp; OTHER CODES</b>	Chillers Inc. believes its products can be used in most cases in compliance with all applicable regulations, but no specific warranty is made in this respect. Chillers Inc. will provide specific quotations for features and specifications the buyer believes are required tor compliance to any such codes.
<b>LIMITED WARRANTY</b>	Chillers Inc. acts solely as a reseller and shall not be liable for any implied warranty. The warranty of the original product manufacturer shall apply.  Refer to Advantage Product Warranty form below which describes the Company's limited warranty policy. The warranty varies by product group and generally covers parts and labour to correct defects that might exist during the first 12 months of ownership by buyer. Materials shipped on a warranty transaction shall be shipped freight collect, Newmarket, ON. Temptek warranties: 1 year on parts and labour. Also available is an extended compressor warranty.
<b>USED EQUIPMENT</b>	Used equipment is sold óAs Isó and not warranted unless otherwise stated and specifically covered by separate warranty documents.