

Standard Terms & Conditions

Long Form

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Field Service .CA

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1. Purpose

To define the Standard Terms and Conditions to be used for all sales and/or service Quotes / Orders / Invoices issued from Field Service .CA Inc.

2. Scope

This document is limited to sales and service offered by Field Service .CA Inc. to its customers.

3. Prerequisites

There are no prerequisites for this document.

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4. Terms & Conditions

CONTRACT AND ACCEPTANCE

The terms and conditions of sales set forth, herein, and all drawings, specifications, descriptions and other documents attached hereto and incorporated herein by reference constitute the entire agreement between Field Service .CA Inc. (Seller) and Buyer. SELLERS ACCEPTANCE OF THIS ORDER IS EXPRESSLY CONDITIONED ON BUYERS ASSENT TO THE TERMS AND CONDITIONS CONTAINED HEREIN. The terms and Conditions of Seller's Proposal (if any) and Acknowledgement shall prevail over any conflicting or different terms in Buyer's Order unless Buyer notifies Seller in writing of its objections thereto within 15 days from receipt of Sellers Acknowledgement. The failure of Seller to object to any provision in conflict herewith whether contained on Buyers Purchase Order or otherwise, shall not be construed as a waiver of the provisions hereof nor as an acceptance thereof.

PRICES

All quotations expire 30 calendar days from the date of quotation unless withdrawn sooner. Prices of products scheduled for shipment more than 12 months after the date of Buyers order shall be subject to escalation.

TERMS

Upon approved credit the following terms will apply:

1. 2% cash discount within ten days of invoice date.
2. Net 30 days.
3. 10% Per Annum over 31 Days.

SHIPPING SCHEDULE

Seller will establish estimated shipping schedules as closely as practicable in accordance with Buyer's requested delivery date. However, Seller will not be responsible for deviations in meeting shipping schedules nor for any losses or damages to Buyer (or any third person) occasioned by deviations in the performance or the non-performance of any of Seller's obligations under the contract or by loss of or damage to the products when caused directly or indirectly by or in any manner arising from any casualty, riot acts of Buyer, strikes or other labour difficulties, shortages of labour, supplies, and transportation facilities or any other similar or different cause or causes beyond its control or the control of its suppliers or subcontractor. Seller reserves the right to ship in advance of any buyer request dates, except those dates stipulated not before. Seller reserves the right to make shipment in lots. Upon shipment of each lot, Seller shall have the right to immediately invoice an appropriate portion of the total selling price.

Should shipment be held beyond scheduled date for the convenience of Buyer, the Seller reserves the right to bill immediately for the goods and to charge Buyer for all expenses incident to such delay.

TAXES

Seller's prices do not include any applicable sales, use, excise or similar taxes. If, under any law or governmental requisition the Seller is required to pay or collect any tax upon the products included in the order or predicated upon, measured by or arising from the sale, transportation, delivery, use of consumption of said products whether directly or indirectly, the price to be paid by the Buyer hereunder shall be increased by the amount of any such tax. Buyer agrees to pay such tax as part of the purchase price.

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ADDITIONS AND/OR CHANGES

Buyer shall pay Seller reasonable charges for changes in contract quantities, schedules, materials or services agreed to by Seller.

TERMINATION

In the event that Buyer terminated all or any portion of this order. Seller shall have the right to charge Buyer for all costs already incurred by Seller including the price of any goods or services required to fill this order already committed to by Seller and a reasonable allowance for overhead and profit.

CLAIMS, SHORTAGES, AND RISK OF LOSS

Any claims for loss, breakage or damage (obvious or concealed) are the responsibility of the Buyer and should be made to the carrier. Seller will render Buyer reasonable assistance in securing satisfactory adjustment of such claims.

Any notice of shortages or other errors must be made in writing to Seller within 15 days after receipt of shipment. Failure to give such notice shall constitute unqualified acceptance and a waiver of all claims by Buyer.

Risk of loss for damages to the products sold hereunder passes to Buyer upon delivery to the carrier, regardless of F.O.B. point. Title to the products sold hereunder passes to Buyer upon payment of the full purchase price.

WARRANTIES

The Seller warrants that the products covered by this contract conform to any applicable drawings and specifications accepted in writing by Seller and will be free from any defects in material and workmanship for a period of 12 months from the date of installation or 18 months from the date of shipment, whichever period first expires. If, within that period, the Seller receives from Buyer written notice of any alleged defect in or non-conformance of any product, and it, in the Seller's sole judgement the product does not conform or is found to be defective in material or workmanship, then, Buyer shall, at Seller's request, return the part or product F.O.B. Seller's Factory, and Seller, at its option and expense, shall repair or replace the defective part or product or repay to Buyer the full price paid for such part or product by Buyer. Any repayment of purchase price shall be without interest. Seller's sole responsibility, and Buyer's exclusive remedy hereunder shall be limited to such repair, replacement, or repayment of the purchase price as above provided.

Component parts and accessories not of the Seller's manufacture are warranted only to the extent that they are warranted by the manufacturer's thereof.

THERE ARE NO OTHER WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY AND OF FITNESS FOR PURPOSE; NOR ANY AFFIRMATION OF FACT OR REPRESENTATION WHICH EXTENDS BEYOND THE DESCRIPTION ON THE FACT HEREOF.

The warranties of Seller do not cover and Seller makes no warranty with respect to:

1. Failures not reported to Seller within the warranty period specified above;
2. Failure or damage due to misapplication, abuse, improper installation, abnormal conditions of temperature, water, dirt or corrosive matter;
3. Failures due to operation above rated capacities or in an otherwise improper manner;
4. Products which have been in any way tampered with or altered by anyone other than an authorized representative of Seller; and

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5. Products damages in shipment or storage or otherwise without fault of Seller.

Claims for expense of Buyer relating in labour and/or material supplied by Buyer (commonly known as "Back charges") will not be honored by Seller unless Buyer obtains the prior written consent of an officer of the Seller or authorized personnel at Sellers factory to supply such labour and/or material.

SHIPMENT AND DELIVERY

1. All material is sold F.O.B. Field Service .CA Inc. point of shipment. Risk of loss and title pass to purchaser on delivery to the common carrier at Field Service .CA Inc. at point of shipment. Shipment will be made by surface freight unless instructed to do otherwise by the customer.
2. FIELD SERVICE .CA INC. will use its own discretion in routing all shipments upon which it assumes transportation charges. Where practical to do so, shipment will be made in any manner requested by the customer if the customer will assume the extra transportation cost.
3. FIELD SERVICE .CA INC. will not assume, allow, or pay any charges for cartage.
4. Purchaser should inspect all materials upon receipt as all claims for damage, errors, or shortages, other than attributable to the transit handling, must be made in writing by the purchaser within 30 days from receipt of shipment at destination. Failure to make such claims with in a 30 day period shall constitute irrevocable acceptance of the material.
5. While every effort is made to ship as scheduled, any delay or failure to ship due to strikes, lockouts, fires, breakdowns, suppliers delays, lack of shipping space, lack of customer approval, correction or clarification of order, governmental acts or regulations, acts of God and any other circumstances beyond the control of FIELD SERVICE .CA INC. shall not be breach of contract.
6. Orders received with a "HOLD" (for release, for approval, etc.) are not processed for manufacture until a written release is given. Normal shipping times apply starting from time of release.

LIMITATION ON LIABILITY

The Seller's responsibility for any claims, damages, losses or liabilities arising out of or related to its performance of this contract or the products covered hereunder shall not exceed the purchase price. In no event shall Seller be liable for any special, indirect, incidental or consequential damages of any character: including, but not limited to, loss of use of productive facilities or equipment, lost profits, property damage, expenses incurred in reliance on Seller's performance hereunder, or lost production, whether suffered by Buyer or any third party. Seller disclaims all liability for any and all costs, claims, demands, charges, expenses, or other damages, either direct or indirect, incident to all property damages arising out of any cause of action based on strict liability.

MODIFICATION, RESCISION AND WAIVER

This contract may not be modified or rescinded nor any of its provisions waived unless such modification, rescision or waiver is in writing and signed by an authorized employee of Seller at its factory.

End of Terms

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5. Definitions and Abbreviations

PURPOSE of an activity, project or procedure represents the reason for the change, induction or migration in a brief way.

Objective; ... **SCOPE** of an activity, project or procedure represents their limitations or defines the boundaries of its application.

ADMIN – Administration

CA: Canada

CETEC: CETEC Group Inc.

F.O.B.: Freight on Board

FC: Field Concepts .CA

FP: Field Projects .CA

FS: Field Service .CA Inc.

ID: Identification

LTR: Letter

MAX: Maximum

MIN: Minimum

PM: Project Manager/Management

POL: Policy

6. References

1. Standard Terms and Conditions Sample generated internally by administration.

6. Document History

1. Created on January 24st, 2018 by Wayne Korhonen
2. Reviewed and Issued for Release Jan 31st, 2018 by Wayne Korhonen