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TERMS AND CONDITIONS OF SALE

**TERMS: NET 30 DAYS TO ACCEPTED CREDIT
1 1/2% INTEREST ADDED EACH MONTH
OR PART THEREOF ON PAST DUE ACCOUNTS**

WARRANTY: This equipment is subject to the mutual agreement that it is warranted by us free from defects of material and workmanship; that our liability shall be limited to replacing or repairing without charge at our factory any material or workmanship defects which become apparent within twelve months from the date on which the equipment is shipped from the factory and that we shall have no liability from direct or consequential damages of any kind.

The amount of tax or other governmental charges upon the production, sale, and/or shipment of goods sold hereunder, now imposed by any governmental authority or hereafter becoming effective shall be added to the prices herein provided, and shall be paid by the buyer.

F.O.B. Our Warehouse, Oakville, Ontario, Canada, unless otherwise negotiated.

INSTALLATION, COMMISSIONING AND CALIBRATION: This quotation does not include these services. Davis Controls' policy is that these should be negotiated by the customer as part of a separate purchase order or service contract. Davis Controls is not equipped to provide these services except in special circumstances; we recommend that the contract for these should be made by the customer with a separate organization dedicated to those kinds of work. Davis Controls will be

pleased to recommend systems integrators, panel builders, or contractors to perform this work, although our recommendation does not carry with it any responsibility or guarantee of satisfactory performance. In addition, the responsibility for co-ordination of supply, installation, commissioning and calibration remains with the customer or his appointed delegate unless special, explicit contractual arrangements for co-ordination have been made with Davis Controls.

MATERIAL CANCELLED, REVISED OR RETURNED FOR CREDIT; When goods are supplied to order, they are not subject to cancellation, revision or return unless authorized by us and cancellation or revision charges assumed by the customer.

Only material in quantities ordinarily carried in our stock will be accepted for return, and then only after permission has been granted and an RMA # issued. On material accepted for return, credit will be less a minimum charge of at least 15%, when returned in new condition in original packing. Any additional cost to restore material to its original condition will be charged to customer.

DOCUMENTS: The prices quoted do not include drawings other than available dimension print. If additional literature is required in the way of drawings, special lists, certificates etc., these will be supplied at cost and will be in addition to the prices quoted above unless noted otherwise. The purchaser must ask for these documents in their request for quote and also note them on their purchase order.