

JAMES ELECTRIC – TERMS & CONDITIONS OF SALE

1. PRICE

- a) All prices are subject to change, without notice, at any time prior to James Electric Motor Services Ltd.'s (hereinafter referred to as "James Electric") acceptance of buyer's order, to such prices prevailing at the time of acceptance unless otherwise stated.
- b) All prices do not include applicable taxes, duty and freight unless otherwise noted.

2. PAYMENT

- a) The customer on account agrees that it shall pay all the invoice prices according to the terms of Net 30 days. Failure to pay shall entitle James Electric to add a two percent (2%) per month, calculated daily and compounded monthly (26.82% per annum) on the delinquent balance.
- b) A purchase order must be given prior to the purchase of non-stock parts.
- c) A purchase order must be given prior to completion of the sale for stock items.
- d) A COD or cash customer must pay in full.
 - i. Prior to the purchase of non-stock parts.
 - ii. Prior to the completion of the sale.

3. WARRANTY

- a) Applicant understands and agrees that in the event any warranty or representation is false or is believed in good faith by James Electric to be false; any covenant of agreement is violated; or James Electric in good faith deems itself insecure (because prospect of payment is impaired, or the prospect of performance of any covenant or agreement is impaired) James Electric in addition to any remedies provided by Law or this Agreement and to the extent provided by Law may declare that a default has occurred.
- b) No warranties expressed or implied, of any kind whatsoever, except those expressly supplied by James Electric shall apply.
- c) All parts warranties are pending an inspection and supplier approval.
- d) All service warranties are subject to inspection and James Electric approval.
- e) Physical damage must be reported within 30 days of purchase.
- f) All warranty claims must be reported in writing immediately upon discovery of the defect and before expiry of the applicable warranty period.

4. DELAYS

- a) The scheduled dates for shipment of the products are estimated based on current and anticipated manufacturing capabilities at the time of quotation and may be quoted as weeks after receipt of order. All delivery dates are estimates only, and James Electric shall not be liable for any damages relating to failure to ship the products as of a certain date.
- b) James Electric shall not be liable for any delay in the fulfillment of or failure to fulfill an order arising from any factory or labour conditions, fire, failure, or delay in James Electric's usual source of supply by acts or omissions of purchaser, its agents, subcontractors or material suppliers, or any cause not reasonably within the control of the James Electric.
- c) In the event of any delay in delivery or failure to manufacture due to a cause beyond James Electric's control, unless otherwise agreed, the delivery shall be deemed extended for a period equal to the period of delay.

5. TRANSPORTATION AND DELIVERY

- a) Title to goods shall remain with James Electric until all amounts owing in respect of such goods have been paid in full. Risk of loss shall pass to the Purchaser upon delivery.

6. INSPECTION

- a) The buyer shall have the right to inspect the goods upon arrival within reason. Any rights of buyer with respect to inspection shall be deferred until after payment of the purchase price or receipt of purchase order by James Electric.

7. CANCELLATION, MODIFICATION, OR ALTERATION OF SALES

- a) Orders are not subject to cancellation by the purchaser except with James Electric's prior written agreement and after full payment by purchaser of James Electric's cancellation charges which shall be equal to all amounts incurred by James Electric for materials, labour and overhead with respect to the cancelled goods plus reasonable profits.
- b) Proposed changes in the goods, submitted in writing by the Purchaser, will be reviewed by James Electric for acceptability and for the effect of the proposed changes on shipping schedules and prices; James Electric will submit to purchaser its decision to accept or to reject the proposed changes and if accepted the amendments to the shipping schedules, selling prices and other terms upon which the proposed changes would be accepted by James Electric. These changes will become effective as amendments to these terms upon purchaser's written acceptance of said amended terms.

8. RETURNS

- a) Goods delivered hereunder may not be returned by Purchaser without the approval of James Electric and the provision of appropriate documentation (including original invoice, shipping instructions and reason for return) to James Electric. All returns must be made within 10 business days of sale. All stock returns thus approved are subject to James Electric's restocking charge of 25%, unless otherwise agreed to in writing by James Electric. Returns on non-stock items are subject to General Manager approval and a restocking fee set by the manufacturer of the product sold. No back charges for repairs, corrections, or changes in construction of the product shall be made by Purchaser or accepted by James Electric without the prior written approval of an authorized employee at James Electric.
- b) No returns shall be accepted on used, installed, modified, rebuilt, reconditioned, repaired, altered, or damaged items. No returns on electronic items. No refunds on sale items. Returned items must be in their original packaging. The Purchaser is solely responsible for all costs associated with return shipping, unless otherwise agreed to in writing by James Electric.

9. LIMITATIONS OF LIABILITY

- a) No representation or warranty expressed or implied, made by any sales representative or other agent or representative of James Electric which is not specifically set forth herein shall be binding upon James Electric. James Electric will not be liable for any special, incidental, or consequential damages, losses or expenses directly or indirectly arising from the manufacture, sale, or use of the products or from any other cause thereof.
- b) James Electric's liability will not exceed the value of the order.
- c) Any action arising out of the sale of goods or services must be commenced within one (1) year of the event giving rise to the claim.

10. MISCELLANEOUS

- a) Purchaser is hereby notified of James Electric's objection to any of purchaser's terms inconsistent herein and to any additional terms proposed by purchaser in accepting these terms. Such inconsistent or additional terms shall not become a part of any agreement or terms unless expressly accepted in writing by James Electric. Neither James Electric's subsequent lack of objection to any such terms, nor the delivery of goods covered hereby, shall constitute, or be deemed an agreement by James Electric to any such terms.