

## General Terms & Conditions of Sale and Delivery

The following terms and conditions of sale shall apply to any sale of goods and services by Baumer Incorporated (hereinafter referred to also as "Baumer Canada, We and Our"). The Purchaser (hereinafter referred to also as "You and Your") shall be deemed to have full knowledge of the terms and conditions herein and such terms and conditions shall be binding if either the goods and services referred to herein are delivered to and accepted by the purchaser, or if the purchaser does not within five days from the date hereof deliver to Baumer Canada written objection to said terms and conditions or any part thereof.

### 1. General Provisions

All quotations are made and purchase orders are accepted on the following terms and conditions. Notwithstanding any different or additional terms that may be embodied in your purchase order, your order is accepted only on the condition that you expressly assent to the terms and conditions contained herein.

### 2. Quotations

Unless otherwise stated, our quotations shall be null and void unless accepted by the purchaser within thirty (30) days from the date of quotation.

### 3. Price

All quoted prices are based on the current exchange rates, tariffs and costs of manufacture. Prices are subject to change due to error or market conditions by Baumer Canada with or without notice until Purchaser's acceptance of Baumer Canada's order confirmation. Prices are subject to correction due to error. Should a price change between receipt of order and dispatch, you will be notified and given the opportunity to cancel the order and receive a full refund.

### 4. Terms of Payment

All Terms of Payment are subject to the approval of our credit department and are binding. Our standard terms are either Net 30 days or C.O.D., unless otherwise authorized by our credit department in writing. A finance charge of 1.5% per month will be added to delinquent accounts. This financing charge will not be construed as obligating Baumer Canada to grant any extension of time in the terms of payment as applied to your account.

### 5. Method of Payment

Company cheque, bank transfers and credit cards are the preferred methods of payment. Credit card payment of an account with credit terms will be subject to a processing fee of 3%.

### 6. Taxes

All prices are exclusive of and subject to applicable Goods & Services Tax, Provincial Tax, at the point of purchase.

### 7. F.O.B. Point

Products are shipped F.O.B. at Baumer Canada's Burlington Warehouse (Incoterms 2010).

### 8. Packing

Any packing requirements other than our standard packaging and commercial container will be invoiced as an extra charge.

### 9. Delivery

Delivery schedules are approximate and based on our best estimates and we assume no liability for delays. We may extend delivery schedules or may, at our option, cancel your order in full or in part without liability other than to return any deposit or prepayment which is unearned by reason of the cancellation.

### 10. Transportation

We will attempt to ship in accordance with your instructions and carrier. However, final selection of method of shipment and carrier shall be exercised at the discretion of Baumer Canada as deemed necessary in the process of shipping. With reasonable notice, special methods of transportation may be arranged at your request. Any additional costs incurred by specifying other methods are to be paid by you.

### 11. Delay or Non-delivery

We shall not be liable for any delay in delivery or failure to deliver hereunder when delivery has been made impracticable by fire, embargo, strike, difference with employees, accidents, acts of God, failure or inability to secure materials from usual sources of supply, or any other circumstances beyond our control, either of the foregoing nature or of any other nature.

### 12. Shipment/Damages or Shortages in Transport/Risk

a) Except for obligations stated under "Warranty" herein, Baumer Canada's responsibility for goods ceases upon delivery to the carrier. In the event of loss or damage during shipment, your claim shall be against the carrier only. Baumer Canada will, however, give you any reasonable assistance to secure adjustment of your claim against the carrier provided immediate notice of such claim is given by you to Baumer Canada.

b) Claims for shortages must be made in writing within 2 days after delivery of goods to the specified delivery point. If we do not receive written notification of such shortages within such 2 days, it shall be conclusively presumed that the goods were delivered in their entirety. Unless agreed upon otherwise in writing, we reserve the right to make partial shipments and to submit invoices for partial shipments.

c) Replacement deliveries for short shipment claims will be invoiced. The original shipment will be credited once the claim is verified.

### 13. Warranty

We warrant that our products shall be free from defects in material and workmanship for a period of one year from the date of shipment thereof or the product's total rated life, whichever first occurs. Within the warranty period we shall repair or replace such products which are returned to us with shipping charges prepaid and which are determined by us to be defective. This warranty will not apply to any product which has been subjected to misuse, negligence, or accident; or misapplied; or used in violation of product manuals, instructions or warnings; or modified or repaired by unauthorized persons; or improperly installed. Baumer Canada does not assume liability for installation, labour or consequential damages. We make no warranty other than the one set forth herein. All other warranties, legal, expressed or implied, including but not limited

to any expressed or implied warranty of merchantability, of fitness for the intended use thereof or against infringement are hereby expressly excluded. The applicable warranty ceases to be effective if the goods are altered or repaired other than by persons authorized or approved by Baumer Canada to perform such work. Repairs or replacement deliveries do not interrupt or prolong the term of the warranty. The warranty ceases to be effective if you fail to operate and use the goods sold hereunder in a safe and reasonable manner and in accordance with any written instructions from the manufacturers.

### 14. Limitation of Remedy and Warranty

The provisions of Paragraph 12 are our sole obligation and exclude all other remedies and warranties expressed or implied, including warranties of merchantability and fitness for a particular purpose, whether or not purposes or specifications are described herein. We further disclaim any responsibility whatsoever to you or to any other person for injury to person or damage to or loss of property or value caused by any product which has been subjected to misuse, negligence, or accident; or misapplied; or used in violation of product manuals, instructions or warnings; or modified or repaired by unauthorized persons; or improperly installed.

### 15. Liability

Baumer Canada shall not be liable for, and shall be held harmless by, the purchaser from any damage, losses or claims of whatever kind, contractual or delictual, consequential or incidental, direct or indirect, arising out of, in connection with or resulting from the sale governed hereby or the goods, including, but without limitation, the manufacture, repair, handling, installation, possession, use, operation or dismantling of the goods and any and all claims, actions, suits, and proceedings which may be instituted in respect to the foregoing.

### 16. Legal Fees and Collection Costs

You will be responsible for any and all costs incurred by Baumer Canada in the collection of delinquent accounts and any other actions which require legal recourse.

### 17. Collateral Promises

There are no representations, warranties, or conditions express or implied, statutory or otherwise except those herein contained, and no agreements or waivers collateral hereto shall be binding on either party unless in writing and signed by you and accepted by Baumer Canada in writing at our Burlington office.

### 18. Changes By You

It is understood, that the prices herein are subject to adjustment by us in case of changes by you in specifications, quantities or delivery requirements after our acknowledgment of your order. It is further understood that all warranties, disclaimers, limitations of remedy and warranty, limitations of damages and indemnity agreements as contained in this document herein together with all other paragraphs hereof shall apply with respect to all goods covered by any such change and that no modification or revision of any such warranty, disclaimers, limitation of liability for damages or indemnity agreement shall be binding on us unless contained in express writing to that effect signed by us.

### 19. Changes and Cancellation

Orders accepted by Baumer Canada are not subject to changes or cancellation by the purchaser, except with our written consent. In such cases where we authorize changes or cancellation, we reserve the right to charge the purchaser with reasonable costs based upon expenses already incurred and commitments made by Baumer Canada, including, without limitation, any labour done, material purchased and also including the supplier's usual overhead and reasonable profit and cancellation charges from our suppliers.

### 20. Special Products

As to contracts to design and develop a special product to meet yours or a customer's requirements, we will use our best efforts to design and develop the product whose purpose and specifications are described herein. However, we do not warrant that the product will be suitable for the intended application.

### 21. The Agreement

An acceptance and official confirmation of the purchaser's order by Baumer Canada shall constitute the complete agreement, subject to the terms and conditions of sale and delivery herein set forth, and shall supersede all previous quotations, orders or agreements. The law of the Province of Ontario shall govern the validity, interpretation and enforcement of these terms and conditions of sale and delivery and of any contract of which these terms and conditions are a part.

### 22. Technical Data

All technical data has been fully checked but the accuracy of printed and digital material is not guaranteed.

### 23. Returned Goods

a) No goods may be returned to Baumer Canada without our prior written permission. A RMA number (Service Notification) will be required for all returned goods. The RMA number can be received by contacting our customer service team.

b) You will clearly mark the RMA# on the exterior of the box. Packages that are not marked or are shipped to us with a collect charge may be refused.

c) We reserve the right to decline any returns or to accept them subject to a handling/restocking charge.

d) Even after we have authorized the return of goods for credit, we reserve the right to adjust the amount of any credit given to Purchaser on return of the goods based on the conditions of the goods on arrival at our warehouse.

e) Credit for returned goods will be issued to you only where such goods are returned by you and not by any subsequent owner of the goods. Goods will be considered for return only if they are in their original condition and packaging. Short payments to your account in advance of the issuance of a credit note will be subject to a \$75 administration fee at Baumer Canada's sole discretion.

f) An allowance of up to 30 days should be considered to issue credits pertaining to valid claims concerning RMAs, short shipments or price differences. Returns to the original factory generally take 4-6 weeks.