



## **Terms and Conditions**

### **1. Acceptance of Terms**

These Terms and Conditions ("Terms") govern the purchase of equipment from Keltour Controls Inc and/or Keltour Us Inc. as applicable ("Keltour"). By submitting a purchase order or accepting a quotation ("Quote") from Keltour, you agree to be bound by these Terms. Additional or conflicting terms will only be accepted upon mutual agreement in writing. The Terms herein form an integral part of the Quote. Notwithstanding anything contrary herein, if there is a conflict between the terms of the Quote and the Terms herein, the terms of the Quote shall govern. For clarity, the terms "you" and "your" herein mean the Buyer/Customer and the terms "us" and "we" herein mean Keltour.

### **2. Orders**

Contracts and purchase orders are subject to credit reference approval. Payment terms will be determined based on credit references and payment history. For approved accounts where you have been advised in writing that payment can be made at a later time, payment shall be made within 30 days after Keltour renders an invoice in CDN/US currency as indicated on the Quote.

### **3. Prices**

Prices quoted are firm for 30 days and automatically expire thereafter. Freight charges will be prepaid and added unless otherwise specified in the quotation. Interest on overdue accounts will be charged at the rate of 2.5% per month.

### **4. Shipping**

Keltour will carefully package all shipments to avoid damage in transit. Unless otherwise noted, terms are free on board ("FOB") with shipping charges prepaid and added to the invoice. products/components held within our facility after completion will be invoiced at the point of completion, with payment terms applying from the date of invoice. Storage charges may apply for delays caused by the client.

### **5.Warranty Terms**

The limited warranty for Keltour products ("Keltour Warranty") is one year from the date you receive the product on workmanship issues. Original Equipment Manufacturer ("OEM") material is subject to the warranty terms and conditions offered by the original manufacturer.

### **Limitations & Exclusions**

The following items will limit or exclude coverage under the Keltour Warranty. The Keltour Warranty does not include coverage for normal "wear and tear". We caution the end user against improper cleaning, abuse or negligence. Keltour voids its Keltour Warranty if any non-authorized procedure is applied during the care and use of your product.



### **Liability Disclaimer**

The Keltour Warranty does not cover any harm to property or person(s) resulting from/related to the use of any Keltour products and Keltour makes no explicit or implied representation or warranty in respect of same.

### **Warranty Disclaimer**

**These liabilities and all other implied warranties, including the Keltour Warranty, are specifically disclaimed.** By “implied warranties” Keltour means warranties that the law sometimes implies to have been given by the Seller even though they are not set out in writing.

### **Place of Purchase**

This Keltour Warranty protects you only when you have purchased Keltour products directly from us.

### **Product Use**

The Keltour Warranty applies only when you have purchased the Keltour product directly from us for the use it was designed for.

### **Improper Care & Use**

Your Keltour product requires some routine maintenance. Proper care and use are essential to preserve your rights under the Keltour Warranty. Keltour will not repair or replace your product if improper maintenance or improper use causes damage.

### **Accidents, Natural disasters, Abuse**

The Keltour Warranty does not cover damage resulting from negligence, abuse, natural disasters (including electrical storms), or accidents.

### **Product Modification**

Any modification(s) made to the products by the end user or other parties not authorized by Keltour will void this Keltour Warranty.

### **Wear and Tear**

The Keltour Warranty does not cover products with damage considered to be “wear and tear”.

### **Consequential or Incidental Damages**

Keltour will not be liable for consequential or incidental damages. By this Keltour means any loss, expense, or damage other than to the product itself that may result from a defect in the product.



**THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION CONTAINED HEREIN.**

The Keltour Warranty does not cover loss of or damage to the product due to abuse, mishandling, improper packaging by you, damage incurred during shipment, alteration, accident, or failure to follow operating, or maintenance procedures.

**9. Taxes**

The buyer is responsible for providing tax exemption or other documentation. Any applicable taxes or duties will be added to the quoted price upon invoicing and paid by the Buyer.

**10. Shipping Dates**

The Seller is not liable for shipping delays due to uncontrollable product delays. The Seller reserves the right to cancel or extend the shipping date under such circumstances.

**11. Cancellation**

Orders are not subject to cancellation or change without Seller's written consent. Any approved changes may incur compensation costs.

**12. Returns for Credit**

Returns for credit require Seller's advance acceptance. Restocking fees may apply, and non-returnable parts remain the property of the Buyer.

**13. Bond Premiums**

The buyer shall pay all bond premiums and expenses if required for the sale of equipment.

**14. COVID-19 Impacts and others**

Manufacturing delays due to COVID-19 and other factors may affect delivery dates, prices, and terms. Such changes are considered outside of Keltour's reasonable control and subject to Force Majeure provisions.

**15. Errors**

All clerical errors are subject to correction.

**16. Laws**

This contract shall be governed, construed, applied, and interpreted in accordance with the laws of the

-Province of Ontario for Keltour Controls Inc

-State of Florida for (Keltour Us Inc.)



#### **17. Build to print (Pre-Engineered project)**

Keltour will build these projects to the supplied bill of material and drawing packages provided. Keltour will not be liable for spec review and drawing verification. Keltour assumes critical specifications are listed on the drawing for fabrication.

#### **Contact Information**

For inquiries or clarification regarding these Terms and Conditions, please contact Keltour at 1-888-335-6090