

Terms and Conditions

1. Acceptance of Terms

These Terms and Conditions ("Terms") govern the purchase of equipment from Keltour. By submitting a purchase order or accepting a quotation from Keltour, you agree to be bound by these Terms. Additional or conflicting terms will only be accepted upon mutual agreement in writing.

2. Orders

Contracts and orders are subject to credit reference approval. Payment terms will be determined based on credit references and payment history. Terms for approved accounts are net 30 payables 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 FOB with shipping charges prepaid and added to the invoice. Materials 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 is one year from the date you receive the product on workmanship issues. 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 this warranty. This warranty does not include coverage for normal "wear and tear". We caution the end user against improper cleaning, abuse or negligence. Keltour voids its warranty if any non-authorized procedure is applied during the care and use of your product.

Liability Disclaimer

Keltour makes no implied protection of harm to property or persons with the use of any Keltour products.



Warranty Disclaimer

These liabilities and all other implied warranties 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 warranty protects you only when you have purchased Keltour products from us.

Product Use

The warranty applies only when you have purchased the Keltour product 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 this warranty. Keltour will not repair or replace your product if improper maintenance or improper use causes damage.

Accidents, Natural disasters, Abuse

This warranty does not cover damage resulting from negligence, abuse, natural disasters (including electrical storms), or accidents.

Product Modification

Any product modified by the end user or other parties not authorized by Keltour will void this warranty.

Wear and Tear

This 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.

This limited liability 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.

<u>16.Laws</u>

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 905-335-6000.