



## **Order -Terms & Conditions of Sale**

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### **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”), you agree to be bound by these Terms. Any additional or conflicting terms are only valid if mutually agreed upon in writing. These Terms are integral to the Quote, and in case of conflict, the Quote shall prevail. “You” or “your” refers to the Buyer; “we,” “us,” or “our” refers to Keltour.

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### **2. Orders**

Orders are subject to credit approval. Payment terms are based on credit standing and history. For approved accounts with written terms, payment is due within 30 days of invoice in CAD or USD as indicated.

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### **3. Prices**

Quoted prices are valid for 30 days. Afterward, they expire automatically. Freight is prepaid and added unless specified otherwise. Overdue balances are charged 2.5% monthly. Prices may change due to tariffs, currency shifts, or regulations. If the CAD/USD rate shifts by more than 2% at the time of shipment compared to the purchase date, Keltour reserves the right to adjust pricing.

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### **4. Shipping**

Products are packaged to avoid damage. Unless stated, terms are FOB with shipping charges prepaid and added. Completed goods held at our facility will be invoiced at completion. Delays in pickup may result in storage fees.

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### **5. Warranty Terms**



Keltour products are warranted for **one (1) year** from receipt for workmanship. OEM components are covered by the original manufacturer's terms.

#### **Limitations & Exclusions:**

- Warranty does not cover **wear and tear, abuse, misuse, or improper maintenance**
- **Unauthorized modifications**, repairs, or procedures void the warranty
- No coverage for **natural disasters**, accidents, or mishandling
- Keltour is not liable for **incidental or consequential damages**
- Warranty applies only to **direct purchases** and **intended use**

**NO WARRANTIES, EXPRESS OR IMPLIED, EXTEND BEYOND THESE TERMS.**

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#### **6. Taxes**

Applicable taxes and duties are the responsibility of the Buyer. Valid exemption certificates must be provided.

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#### **7. Shipping Dates**

Delivery dates are estimates. Keltour is not liable for delays due to material or supply disruptions. We reserve the right to adjust schedules accordingly.

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#### **8. Order Cancellation**

Orders cannot be cancelled or changed without our written approval. Any approved changes may incur charges.

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#### **9. Returns for Credit**

All returns must be pre-approved. Restocking fees may apply. Custom or non-returnable items remain the property of the Buyer.

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#### **10. Bond Premiums**



If bond coverage is required, the Buyer is responsible for all associated costs.

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## **11. Force Majeure (incl. COVID-19)**

Delays due to unforeseen events (e.g., COVID-19, supply chain issues, natural disasters) are considered outside our control. Force Majeure provisions apply.

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## **12. Governing Law**

This agreement is governed by:

- The **Province of Ontario**, Canada for Keltour Controls Inc.
  - The **State of Florida**, USA for Keltour US Inc.
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## **13. Build-to-Print (Pre-Engineered Projects)**

For build-to-print projects, Keltour manufactures strictly per the bill of materials and drawings provided. Keltour is not responsible for design/specification verification.