



FM 63475

161 Alden Rd. Unit 7 & 8, Markham, Ontario, Canada, L3R 3W7
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TERMS AND CONDITIONS OF SALE

1. Edac agrees that it will endeavour to fill the accepted orders as promptly as practicable, subject, however, to delays caused by transportation conditions, labour or material shortages, strikes, fires or any other cause beyond Edac's control. Shipping dates are approximate and represent Edac's best judgment at the time of sending the Acknowledgement.
2. Unless otherwise specified in writing, Edac reserves the right to route all shipments and delivery to a carrier at the F.O.B. point of shipment and this shall constitute delivery to the customer. After delivery to a carrier, Edac shall not be responsible for any loss, damage or delay during transportation.
3. Claims for shortage or damage in transit where applicable shall be valid only if made in writing and received by Edac within thirty (30) days after delivery of Product to the Customer.
4. Edac warrants all products sold by it to be free from defects in materials or workmanship when such products are used and serviced normally. It is the responsibility of the customer to determine the suitability of the products for its intended use and the customer assumes all risk and liability whatsoever in connection therewith. Edac's only obligation will be to replace, repair or credit such quantity of the product as proved to be defective. In no event shall Edac be liable beyond the billing price of the products for any losses, claims or damages of any kind, including consequential damages, whether such losses, claims or damages arise as a result of negligence, default or for any other reason whatsoever.
5. Cancellations shall be allowed only by mutual agreement in writing based on any adjustment necessary to cover labour expended and material procured, refined, processed or partially processed.
6. These terms are intended by the parties as a complete and exclusive statement of the terms of their agreement. They supersede all prior agreements, written and oral. No course of prior dealings between the parties and no usage in the trade shall be relevant to supplement or explain any term used in this agreement. The failure of either party at any time to require performance by the other party of any provision of this agreement shall in no way affect the full right to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as waiver of the provision itself.
7. This agreement can be modified or rescinded only in writing signed by both parties or their duly authorized agents.
8. This agreement is to be governed by and construed according to the laws of the Province of Ontario. If any dispute of any kind arises in connection with this agreement, the parties agree to submit to the jurisdiction of the Courts of the Province of Ontario exclusively.