

Pro/Mark

Div. R.D. Lewis Sales Limited
P.O. Box 26028
Cambridge, ON
N1R 8E8

PHONE (519) 621-0479
FAX: (519) 621-1972
E-MAIL: sales@promarkindustrials.com

Pro/Mark (Div. R.D. Lewis Sales Limited) Warranty

Pro/mark (Div. R.D. Lewis Sales Limited) warrants all products manufactured by it to be free from defects in materials and workmanship at the time of shipment. Upon written authorization from Pro/Mark (Div. R.D. Lewis Sales Limited) and within one year from the date of shipment from Pro/Mark (Div. R.D. Lewis Sales Limited) the buyer will return, transportation charges prepaid, any part claimed to have a factory defect, for examination at the factory and for determination of the defect, if any. Where it is ascertained that any fault is a factory defect, the obligation of Pro/Mark (Div. R.D. Lewis Sales Limited) will extend only to the repair of the defective parts or, at Pro/Mark (Div. R.D. Lewis Sales Limited)'s option, to the replacement thereof, f.o.b. factory. Pro/Mark (Div. R.D. Lewis Sales Limited) will only be so obligated if it was promptly notified of such defect and it is established that the product was properly installed, maintained and operated within the limits of normal usage as specified by Pro/Mark (Div. R.D. Lewis Sales Limited). Without limiting the foregoing, this warranty will not apply to any part which has been subject to accident, alteration, abuse, misuse, damage by flood, fire or act of God.

Pro/Mark (Div. R.D. Lewis Sales Limited) will make no warranty with respect to components purchased by it from other manufacturers, such as electrical motors, controls, pumps, tanks, etc., but the warranties of the respective manufacturers thereof, if any, will be extended to the purchaser.

Pro/Mark (Div. R.D. Lewis Sales Limited) makes no warranty or guarantee as to fitness or as to the suitability of its material for any specific installation. Pro/Mark (Div. R.D. Lewis Sales Limited) shall not be liable for special or consequent damages in case of any failure to meet the conditions of any guarantee of any shipping schedule, nor will claims for labour, loss of profits or goodwill, repairs or other expenses incidental to replacement of defective parts be allowed. The liability of Pro/Mark (Div. R.D. Lewis Sales Limited) on any claim for loss or damage arising out of the sale, purchase, resale or use of equipment produced or supplied by Pro/Mark (Div. R.D. Lewis Sales Limited), and other related equipment, shall in no event exceed the purchase price.

Pro/Mark (Div. R.D. Lewis Sales Limited) does not warrant that equipment, materials or goods supplied, or that the installation thereof, complies with applicable building, fire, environmental or other applicable codes and regulations. It is the responsibility of the purchaser to satisfy itself in this regard and to ensure that the equipment, materials or goods supplied and/or the installation thereof, comply with all applicable government codes and regulations.

No other representation is made and this warranty takes precedence over any putative representations, verbal or written.

TERMS AND CONDITIONS OF SALE

PRO/MARK

Div. R.D. Lewis Sales Limited
PO Box 26028
Cambridge, ON
N1R8E8

Physical Address

101 Sheldon Drive, Unit 1
Cambridge, ON
N1R6T6

Phone (519) 621-0479 Fax: (519) 621-1972 E-Mail: sales@promarkindustrials.com

TERMS AND CONDITIONS OF SALE

QUOTATIONS - Quotations by Pro/Mark (Div. R.D. Lewis Sales Limited) are made subject to customer acceptance within 30 days. Unless accepted within such period, all quotations are thereafter inapplicable unless re-confirmed by Pro/Mark (Div. R.D. Lewis Sales Limited). Prices quoted are f.o.b. factory, Cambridge, Ontario. Prices quoted are based on foreign exchange rates, sales and excise taxes, customs tariffs and other direct taxes in effect at the date of quotation and are subject to adjustment as hereinafter stated.

ACCEPTANCE OF ORDERS - All orders not preceded by Pro/Mark (Div. R.D. Lewis Sales Limited)'s quotation are subject to acceptance at the general office, Pro/Mark (Div. R.D. Lewis Sales Limited), Cambridge, Ontario. Acceptance of any quotation by Pro/Mark (Div. R.D. Lewis Sales Limited) must be communicated in writing by the buyer to Pro/Mark (Div. R.D. Lewis Sales Limited)'s general office within the time limited for such acceptance.

CREDIT APPROVAL - Each quotation by Pro/Mark (Div. R.D. Lewis Sales Limited) and the acceptance of any order by it is subject to Pro/Mark (Div. R.D. Lewis Sales Limited)'s approval of the buyer's credit arrangements. If such credit has not been arranged, payment in full must accompany the order.

SPECIFICATIONS - When a quotation or order provides that specifications and drawings are to be supplied by the buyer, Pro/Mark (Div. R.D. Lewis Sales Limited) will not be responsible for any defects and the associated costs in parts, assemblies, products or materials resulting from any revisions, errors or omissions in such specifications and drawings or for any failure to meet shipping schedules resulting from delays in supplying specifications and drawings to Pro/Mark (Div. R.D. Lewis Sales Limited). All changes in specifications, design, drawings and prices or other conditions shall be taken up with Pro/Mark (Div. R.D. Lewis Sales Limited) in writing and no changes will be valid until an addition to an order, in writing is given by the buyer

PRICES AND ADJUSTMENTS - All prices and product specifications are subject to adjustment to comply with Pro/Mark (Div. R.D. Lewis Sales Limited)'s standard prices and specifications in effect at date of shipment. All quotations are made and all orders are accepted subject to adjustment to offset changes in foreign exchange rates, sales and excise taxes, customs tariffs and other direct taxes occurring between the date of quotations or acceptances of order and date of shipment and are further subject to adjustment to reflect changes in Pro/Mark (Div. R.D. Lewis Sales Limited)'s standard prices occurring during such period

SHIPMENT AND RISK - All materials are shipped at buyer's risk. Pro/Mark (Div. R.D. Lewis Sales Limited)'s responsibility for damages ceases upon delivery to the carrier at the factory. Any claims for damaged material must be made by the buyer against the transportation company. Unless a transportation company is specified by the buyer in the order or acceptance of Pro/Mark (Div. R. D. Lewis Sales Limited)'s quotations, Pro/Mark (Div. R.D. Lewis Sales Limited) shall have sole discretion in the selection of the transportation company

TERMS - Unless payment is required to accompany order, terms are net 30 days from date of the invoice unless otherwise stated. 12% per annum interest, computed and compounded monthly, shall be charged on all past due accounts. If delivery is delayed or deferred by the purchaser beyond the scheduled date, payments shall be due in full when Pro/Mark (Div. R.D. Lewis Sales Limited) is ready to ship and Pro/Mark (Div. R.D. Lewis Sales Limited) thereafter may store all materials at the risk and expense of the purchaser. The minimum billing will be \$50.00. All goods remain the property of Pro/Mark (Div. R.D. Lewis Sales Limited) until payment in full has been received by Pro/Mark (Div. R.D. Lewis Sales Limited)

AMENDMENT AND CANCELLATION - All clerical errors in any quotation or acceptance of any order are subject to correction. No acceptance of any quotation and no order accepted by Pro/Mark (Div. R.D. Lewis Sales Limited) may be cancelled except with Pro/Mark (Div. R.D. Lewis Sales Limited)'s agreement in writing. The Purchaser may cancel his order only upon written consent and upon payment to the Company of cancellation charges which shall take into account, among other things, anticipated profits, expenses incurred and commitments already made by the Company. The charge for cancelled orders will be no less than 25% of the purchase price