

TERMS AND CONDITIONS

Unless otherwise agreed upon by the parties, the following Terms and Conditions apply to both the provision by Armstrong Monitoring Corporation (“AMC”) of any professional and/or consulting services (“Services”) and to the sale by AMC of any products (“Products”). All buyers of Products and recipients of Services agree to abide by the following Terms and Conditions.

- 1. SERVICE WARRANTY:** AMC warrants that it will use its best efforts to ensure that Services are performed by employees who possess the appropriate skills to perform the Services. No other warranties, expressed or implied, including without limitation the implied warranties of merchantability or fitness for a particular purpose, are made by AMC.
- 2. PRODUCT WARRANTY:** Products are warranted against defects in material and workmanship for a period of two (2) years from date of shipment (except sensor elements and portable monitors, which are only warranted for a period of one (1) year – refer to individual spec sheets for additional exceptions). **Calibration is not warranted.** During the warranty period, AMC will, at its option, repair or replace components that prove to be defective in the opinion of AMC. Except as set forth herein, AMC makes no other warranty, express or implied, with respect to the fitness for any particular purpose or use or otherwise of its Products, or on any parts or components or labour furnished as part of any sale of Products. **NOTE:** Any substitution or tampering with components without the express, prior written permission of AMC may result in intrinsic damage which will cancel the effectiveness of the warranty. Extended warranties are available, please contact AMC for enquiries regarding same. Service agreements may supersede standard warranty terms.
- 3. PRODUCT RETURN UNDER WARRANTY:** All Products that must be returned for warranty service must be shipped by prepaid freight and will only be accepted with a Returned Materials Authorization (“RMA”) number issued by AMC. Products will be returned to the client by freight collect.
- 4. LIABILITY:** AMC shall not be responsible for any liability arising or resulting from auxiliary interfaced equipment, consequential damage, the installation or the operation of its Products. AMC’s total liability is contained in the warranty conditions stipulated above. No other acceptance of liability is expressed or implied by AMC. In no event shall AMC, its officers, directors, employees, agents or servants be liable to any buyer of its Products, recipient of its Services or any other party for any loss of profit, loss of use, incidental, consequential or special damages arising out of the sale, delivery, servicing, use, loss of use, of the Products or Services or of any part thereof, irrespective of whether AMC or any of its officers, directors, employees, agents or servants has advanced notice of the possibility of such damages. In no event will the total liability to any buyer of AMC’s Products or recipient of AMC’s Services exceed the sum paid to AMC for the Products or Services. All manuals, which are included with products, should be READ CAREFULLY, as the buyer is entirely responsible for proper installation and operation of the Products. More specifically, buyers must ensure that purchased Products are installed by a qualified technician and maintained according to AMC Installation and Maintenance Manual instructions.
- 5. MODIFICATIONS AND SUBSTITUTIONS:** Due to an ongoing development program, AMC reserves the right to modify the design and substitute components in any of its Products without prior notice. All changes are at the sole discretion of AMC, and AMC shall not be liable for any cost arising out of such modifications or substitutions that may be incurred by the user.
- 6. PRICES AND TAXES:** All Product prices are F.O.B. Ottawa, Ontario, Canada, and are listed in U.S. dollars. Terms and prices are subject to change without prior notice. All applicable taxes shall be added to the price of the Products or Services. Appropriate exemption certificate numbers must be affixed to written Product purchase orders and must be received by AMC prior to shipment if taxes are to be omitted in the case of Products.
- 7. PAYMENT:** Net 30 days from date of invoice unless otherwise noted. All new accounts are subject to credit approval prior to shipment of Products or engaging in a proposal for Services. All non-approved accounts orders will be on a prepaid basis. Accounts not paid within 30 days will be charged 2% per month (24% per annum).



8. PRODUCT RETURNS: All sales of Products are considered final once received by the carrier. Products being returned for any reason must have an approved RMA number prior to return. Material being returned is subject to a restocking charge. Products returned without an authorized RMA will not be accepted or credited. Special orders cannot be returned.

9. CONFIRMATION: The provision of Services by AMC will not commence without receipt of a signed proposal from the client. For Products to be shipped by AMC, a written purchase order must follow verbal orders prior to shipping date and contain: purchase order number, desired calibration levels, shipping instructions, invoice address, shipping address, Federal Tax ID#, itemized list with appropriate part numbers of material to be ordered, and signature of authorized purchasing agent.

10. PRODUCT SHIPPING INSTRUCTIONS: All U.S. Product orders will be forwarded by ground express courier unless otherwise specified in writing by the buyer. Product shipments are subject to regulations of the Canadian Transport Commission, the International Air Transport Association, the International Maritime Organization, and Transport Canada. All Product shipments containing hazardous materials are subject to Transportation of Dangerous Goods Regulations and user surcharge.

11. REVISIONS: Client initiated revisions to order specifications affecting Products or Services will be subject to corresponding price adjustments.

12. CANCELLATION: Product orders of Special Customized Equipment issued by the buyer, that have been received and accepted, cannot be cancelled except on a minimum 50% of order compensation term.

13. ORDERING INFORMATION: Calibration levels must be specified in writing when ordering Products. *AMC will not be held responsible if calibration levels are not specified clearly on purchase orders received prior to shipping date.*

14. PRODUCT PURCHASE ORDERS: No "open ended" type Product purchase order will be accepted, that involves a third party binding. Product purchase orders will clearly state all the equipment required, and in particular will specify the Part Number and reference the quote issued by AMC or its authorized agent. Purchase orders for large systems will require copies of complete specifications, drawings and all addendums received by AMC prior to acceptance of purchase orders. Agents, distributors, and representatives of AMC will receive written confirmation of accepted purchase orders disclosing any variances required by the client or end user. No alteration will be permitted or accepted on purchase orders unless stated in writing by an authorized representative and/or the client. Addendums or alterations to purchase order(s) received after an order is in production will be subject to possible price adjustment.

15. GOVERNING REGULATIONS: All Product purchase orders are subject to Incoterms 90 regulations.

16. GOVERNING LAW: This document and the sale of any Products or provision of any Services hereunder shall be governed by and construed in accordance with the laws of the Province of Ontario and of Canada. Both AMC and the buyer of Products or recipient of Services irrevocably attorn to the jurisdiction of the courts of the Province of Ontario.

