



## LINEMAN'S TESTING LABORATORIES OF CANADA LIMITED TERMS AND CONDITIONS LTL002

**Lineman's Testing Laboratories** (the "Seller") and the purchaser name herein (the "Purchaser/Buyer") each agree that the following terms and conditions shall apply to all sales or distribution, by the Seller of equipment, goods, or products (the "Equipment") to the Purchaser unless otherwise specified in writing and agreed to by the Seller and the Purchaser.

The electrical equipment which you have purchased is warranted under the provisions of this warranty. For a period of one year from the date of shipment, the equipment is guaranteed to operate in accordance with its nameplate specifications when operated under normal load, usage, conditions and with proper care, installation and supervision. **The Seller** shall have no liability for damage resulting from improper installation or operation of the equipment, voltage surges, negligence of others, accidents, natural forces, operations beyond rated capacities, accident or misuse.

Any mechanical or electrical parts proving defective under such normal operation and installation will be repaired or replaced, at the option of **the Seller**, by the Seller, F.O.B. plants of the seller in no event, however, shall the obligations of the Seller, under this warranty, exceed in amount, the original purchase price of the electrical equipment. In the event that the costs of repair or replacement would exceed the original purchase price, the obligations of the Seller, under this warranty, shall be satisfied by a return of the purchase price.

The Seller shall not be liable for special or consequential damages or for delay in performance of this warranty. The Seller shall not be responsible for repairs or replacement made by others without the consent of the Seller.

The Seller does not warrant that the equipment will meet or comply with the requirements of any safety code or regulation of any Province, Municipality or other jurisdiction.

The equipment has been sold based upon the purchaser's Independent determination that it is appropriate for the purchaser's intended application. The giving, or failure to give, any advise or recommendation by the Seller shall not constitute any warranty or impose any liability upon the Seller.

The warranties made herein shall be IN LIEU OF any other warranty, express or implied, including, but not limited to any IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Such implied WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED.

The salespeople of the Seller may have made oral statements about the equipment which has been sold. Such statements do not constitute warranties, shall not be relied upon by the purchaser, and are not part of the agreement for sale. The entire agreement for sale is embodied in this document and any documents attached to it and such documents constitute a final expression of the party's agreement, and are a complete and exclusive statement of the terms of the agreement. There are no antecedent of extrinsic representations, warranties, or collateral provisions that are not intended to be discharged and nullified by this document.

**ITEMS SOLD "AS IS":** Occasionally the Seller offers for sale, certain used or repaired items on an "AS IS" basis. items so labeled, are sold "AS IS" with all faults and the Seller DOES NOT WARRANT THAT ANY SUCH ITEMS ARE MERCHANTABILITY OR FIT FOR ANY PARTICULAR PURPOSE.

**ITEMS SOLD "ELECTRICALLY OK":** The Seller warrants the electrical equipment the Buyer purchased will perform as stated on the name/data plate at the time of sale. The Buyer must satisfy himself/herself to the electrical integrity of the equipment prior to or at the time of pick up. LTL will provide full access to the equipment. All other Terms & Conditions stated in LTL002 shall apply to the sale, excluding the period of one year warranty, which would not apply.

**DELAYS:** The Seller will not be liable for any delay in the performance of this contract or for any damages suffered by the Buyer by reason of such delay, when such delay is directly or indirectly caused by or in any manner arises from fires, floods, accidents, riots, acts of God, war, governmental interference or embargoes, strikes, labour difficulties, shortage of labour, fuel, power, materials, or supplies, transportation delays, or other cause or causes (whether or not similar in nature to any of those hereinabove specified) beyond its control.

**DELIVERY:** Unless otherwise specified by the Seller, delivery will be made and title passed F.O.B. point of shipment to Buyer, Risks of loss or damage pass to Buyer on delivery. If products are to be delivered by the Seller, such products are to be received and unloaded by Buyer at Buyer's expense and risk.

**GOVERNING STANDARDS:** The buyer will only recognize that national standards governing the particular equipment, for example, CSA, NEMA, IEEE, ANSI and Ontario Hydro Inspection.

**GOVERNING LAWS:** The law of the Province of Ontario shall govern the validity, performance, interpretation and the effect of this agreement.

**AMENDMENTS:** This contract may not be modified nor rescinded in any manner except by the written agreement of both the Buyer and Seller.

**DESIGN CHANGES:** The Seller reserves the right to make changes in design, or to add any improvement on the Equipment or other goods at any time, without incurring any obligations to install same on the Equipment or goods previously purchased or leased.

**TESTING AND ACCEPTANCE OF GOODS:** Testing of the Equipment, before shipment, will be carried out in accordance with the Seller's test procedures and standards.

The buyer has the right to have the equipment independently tested by a recognized testing company, doing this type of work, and the stipulated tests must be mutually agreed upon between the Buyer and Seller. The cost will be charged to the Buyer.