



## Policy BPO-72-01002

### Quotation Terms and Conditions

Issued by: Sales Department

Eff. Date: 22-Jan-2016

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1. Prices quoted herein are valid for 30 days. Accessories that are added after the order is placed can be subject to a 15% surcharge. Purchase orders are only deemed accepted upon issuance of acceptance by D&V Electronics.
2. Lead time is scheduled from receipt and acceptance of the order. (Typical lead time: Consult factory for specific ship dates.) Delivery dates are not guaranteed and are reasonable and accurate estimates based on situations at the time of the issuance of the quotation. All efforts will be made to uphold, or improve quoted delivery, but D & V Electronics, Ltd. cannot be responsible for circumstances beyond our control. Lead times may change upon expiration of this quotation.

Design and manufacturing of custom tooling cannot proceed until applicable samples are received from the customer for tooling development. This will affect lead time unless such tooling has already been developed by D&V. Drawings of samples to be tested should be submitted prior to issuing the purchase order. D&V cannot review or approve an order for custom tooling without proper documentation and samples provided by the customer.

3. Delivery: When equipment delivery is delayed at the customer's request beyond the D&V advised shipment date for a period longer than ten (10) business days, D&V may at its option (1) require that you arrange for the equipment to be stored in a commercial warehouse with all transportation, storage, handling, and other charges to be billed to you and (2) invoice you the entire unpaid balance on the purchase price of the equipment based on your specified payment terms.
4. Title Transfer Point is our plant, Woodbridge, Ontario Canada (Toronto). (Freight Collect). + Customs & Brokers Fees. We recommend air ride transportation.
5. Payment Terms:

All equipment for shipment is subject to payment in full or through wire transfer or confirmed irrevocable letter of credit payable at site drawn in favor of D&V Electronics Ltd. through the preferred bank.

6. Taxes And Other Charges: Any manufacturer's tax, retailer's occupational tax, use tax, excise tax, duty, custom inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between Seller and the Purchaser shall be paid by the Purchaser in addition to the prices quoted or invoiced. In the event Seller is required to pay any such tax, fee or charge, the Purchaser shall reimburse Seller therefore or, in lieu of such payment, the Purchaser shall provide Seller at the time the order is submitted with an exemption certificate or other document acceptable to the authority imposing same.
7. Start-Up and Installation: The equipment quoted is of standard design. Fixtures and tooling are of custom design to meet specific applications. All systems are 100% tested for functionality to meet the customer's test specifications at the factory.

Since the performance of the equipment may depend on such factors as machine setup adjustment and customer training, D & V Electronics Ltd. strongly recommends the purchase of supervised installation, start-up and training services. This can be performed by a D&V authorized service company or by D&V personnel, The customer is welcome to schedule a visit to the D&V facility prior to shipment of the equipment for inspection and



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initial training. If extensive training is required, additional fees may apply. Arrangements must be made at least four weeks in advance to ensure the applicable equipment will be available for use. D&V reserves the right to revoke this offer if schedules do not permit. This service must not impact the shipping schedule of the equipment, else stocking charges will apply. Please contact D&V for further details.

For installations requiring the use of a sub-contracted service company, we recommend that the customer use an approved D&V Service Contractor. If the installation is performed by an unauthorized Service Contractor; the Customer assumes all risks associated with the installation. Also, if an unauthorized Service Contractor is used for installation, D&V is not responsible for additional expenses.

The Customer shall be responsible for identifying and notifying D&V Electronics Ltd. of all applicable local, provincial and/or state fire and building codes and zoning requirements. If a fire or building code or a zoning requirement may affect the design of the equipment, it shall be the Customer's obligation to notify D&V at the time that design specifications are approved.

If a local, provincial and/or state fire or building code or a zoning requirement may affect the installation of the equipment, then the Customer shall be responsible for the correct installation of the equipment. Customer is also responsible for obtaining any required permits. D & V Electronics Ltd. shall not be responsible for any design of the equipment which violates local fire or building codes or zoning requirements, unless Customer notified it of such requirements, nor shall it be responsible for Customer's installation of the equipment in violation of local fire or building codes or zoning requirements or for Customer's failure to obtain a required permit.

8. Cancellation and Termination of Work: Order may be cancelled by Purchaser only upon payment of reasonable charges for D&V Electronics Ltd. expenses already incurred, commitments made, and other expenses arising out of termination of the work.
9. D&V Electronics Ltd. reserves the right to revise prices and specifications detailed within this proposal after the stated, lapsed date.
10. Quoted prices do not include Canadian Federal or Provincial taxes. Taxes, whenever applicable, shall be brought to the attention of the purchaser prior to the issuance of invoice for inclusion, and as a separate charge, to be paid by the buyer.
11. Verbal orders are subject to formal, written confirmation by both D&V Electronics Ltd. and the purchaser.
12. Purchase orders are subject to acceptance and written acknowledgement by D&V Electronics Ltd.
13. The seller cannot be responsible for any misapplied product, nor for consequential damages arising from the use of its products by the purchaser.
14. No claims for missing merchandise will be considered if made more than fifteen (15) days after the date of shipment. It is the responsibility of the buyer's receiving department to make notations of any damages to the crating material or merchandise on the delivery bill of lading so the buyer can file a valid claim with the carrier. It is the



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buyer's responsibility to file a claim even if the shipper has chosen the transportation carrier, when the buyer has not designated a specific transportation carrier.

15. No returns of materials will be honored without prior written approval and accompanied by an authorization return number (ARN) issued by D&V Electronics Ltd.
16. Warranty: Please refer to warranty found on D&V's website. Warranty for all equipment will be covered under the terms of D & V Electronics Ltd. standard warranty the purchaser will be responsible for all labor costs for on-site repairs or parts installation. All replacement parts provided under warranty by D & V Electronics Ltd. are shipped F.O.B. our plant (Title Transfer Point), Toronto, Ontario Canada, Freight Prepaid.