

General Terms and Conditions

General Terms and Conditions of Sale

EXCUSE OF PERFORMANCE: (a) Deliveries may be suspended by either party in the event of: Act of God, war, riot, fire, explosion, accident, flood, sabotage; lack of adequate fuel, power, raw materials, labor, containers or transportation facilities; compliance with governmental requests, laws, regulations, orders or actions; breakage or failure of machinery or apparatus; national defense requirements or any other event, whether or not of the class or kind enumerated herein, beyond the reasonable control of such party; or in the event of labor trouble, strike, lockout or injunction (provided that neither party shall be required to settle a labor dispute against its own best judgment); which event makes impracticable the manufacture, use or transportation of the equipment or of a material upon which the manufacture of the equipment is dependent. (b) If Seller determines that its ability to supply the total demand for the equipment, or obtain any or a sufficient quantity of any material used directly or indirectly in the manufacture of the equipment, is hindered, limited or made impracticable, Seller may allocate its available supply of the equipment or such material (without obligation to acquire other supplies of any such equipment or material) among its purchasers on such basis as Seller determines to be equitable without liability for any failure of performance which may result therefrom. (c) In the event deliveries are suspended or not made by reason of this Section, the affected party shall (1) promptly notify the other party of the nature and estimated duration of such situation, and (2) use its best efforts to correct or relieve the event which has occasioned the suspension of performance. If the estimated duration is less than one hundred twenty (150) days, then there will be an adjustment to the delivery schedule. However, if the estimated or actual duration exceeds one hundred twenty (150) days, then the party not affected by the event may terminate this contract without liability by providing written notice to the other party.

SHIPMENT: The shipment of equipment hereunder will be made in accordance with Buyer's detailed shipping instructions, which Buyer agrees to provide to Seller reasonably in advance of the estimated shipping date(s) set forth on the face hereof or, in the alternative, as has been mutually agreed to by the parties. Seller shall not be bound to tender delivery of any equipment for which Buyer has not provided such shipping instructions. If the shipment of any or all of the equipment is postponed or delayed by Buyer for any reason, including a suspension pursuant to Section above, Buyer agrees to reimburse Seller for any and all storage costs or other additional expenses resulting therefrom. Title and risk of loss to the equipment shall pass to Buyer upon shipment from Seller's plant.

LIMITATION OF LIABILITY: BUYER'S EXCLUSIVE REMEDY SHALL BE FOR DAMAGES AND SELLER'S TOTAL LIABILITY FOR ANY AND ALL LOSSES AND DAMAGES ARISING OUT OF ANY CAUSE WHATSOEVER (WHETHER SUCH CAUSE BE BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE) SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE EQUIPMENT IN RESPECT TO WHICH SUCH CAUSE ARISES OR, AT SELLER'S OPTION THE REPAIR OR REPLACEMENT OF SUCH, AND IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES RESULTING FROM ANY SUCH CAUSE. Seller shall not be Liable for, and Buyer assumes liability for, all personal injury and property damage connected with the handling, transportation, possession, operation, other use or resale of the equipment, whether the equipment is used alone or in combination with any other equipment. Transportation charges for the return of the equipment shall not be paid unless authorized in advance by Seller. If Seller furnishes technical or other advice to Buyer, whether or not at Buyer's request, with respect to processing, further manufacture, operation, other use or resale of the equipment. Seller shall not be liable for, and Buyer assumes all risk of, such advice and the results thereof.

Warranty:

All Torontech products sold hereunder are warranted by Torontech to the original purchaser only to conform to specifications and to be free from defects in material and workmanship for a period of one year after shipment, unless otherwise stated on invoice; provided, however, that notice of any such defect, including a reasonably detailed description of the problem or difficulty experienced, must be made in writing to Torontech within 30 calendar days following discovery therefore and prior to the expiration of such warranty period. Torontech shall, if it determines that any Torontech products sold hereunder do not conform to the foregoing warranty, repair or replace the affected Torontech products or refund the price thereof in Torontech's sole discretion. The purchaser hereunder agrees to cooperate with Torontech in connection with remedying any nonconformity and for the return, on Torontech's

instructions and at Torontech's expense, of any Torontech products sold hereunder for which a refund is issued. This warranty shall be voided if the Torontech products sold hereunder are damaged, altered, or installed in other assemblies before correction of any nonconformities to the warranty. Torontech makes no other warranty, express or implied, written or oral, of or with respect to the Torontech products sold hereunder or the design, construction or performance thereof, including, without limitation, implied warranties of merchantability or fitness for a particular purpose, and all such warranties are hereby expressly excluded.

Field Service Contracts

Torontech can offer service contracts which can be purchased along with the unit. The service contract is designed as per the needs of the machine. All products must be returned to factory for repair. If you get a service contract, in advance, the machine can be repaired on-site if possible (depends on the product). If it's under warranty, repairs will not be charged, otherwise repairs will be invoiced.

Field Services Available

Installation:

Torontech strongly recommends that a qualified Field Service Engineer install your equipment prior to use. This will ensure that your equipment is operating properly before relying upon it to measure materials.

Erection, foundation, electrical supply, water supply, air supply etc must be arranged by customer. Torontech is not responsible for structural changes or modification to facility. Torontech can oversee and assist if necessary. Qualified personnel must be available to Torontech if deemed necessary.

Operator Training:

A qualified Field Service Engineer can provide basic operator training to get you up and running as quickly as possible. This training is often provided in conjunction with the installation of a new piece of equipment.

Training consists of the following Routine Operations: (Program a basic test / Safety / Configure software / Print data / Modify a test / Proper cleaning techniques / Backup procedure)

Preventive Maintenance:

Torontech's Calibration and Preventive Maintenance Program is designed to minimize down time and ensure the machine is operating correctly. Appropriate calibration and verification certificates will be provided.

Services are pre-scheduled by Torontech at our discretion of requested due date. Our Field Service Engineers' schedule is planned typically 30-60 days. We recommend a minimum of one visit per year. You should consider more frequent visits when equipment is subjected to continuous use or extremely harsh environments.

Breakdown Repair:

Please contact us for repair and it may take up to 5 to 10 business days for response. If you need urgent response, please call Toll-Free: 416-368-2721. Expedite charges may apply

Field Service Costs

Annual Service Contract

(Can be used for Installation, Operator Training or Preventive Maintenance)

\$1,600 per day – Includes up to 8 hours labor per day and it must be purchased when the instrument is bought. An invoice for the service, travel & living expenses along with any parts used will be invoiced upon delivery. Costs will be invoiced upon delivery of service.

Semi Annual Service Contract

(First visit can be used for Installation, Operator Training or Preventive Maintenance)

\$2,900 (1 Day per visit) - Includes up to 8 hours labor per day and it must be purchased when the instrument is bought. An invoice for the service, travel & living expenses along with any parts used will be invoiced upon delivery. Costs will be invoiced upon delivery of service.

Non-Contract Service

\$1,1950 per day – Includes up to 8 hours labor per day. This is the standard rate, and an invoice for the service, travel & living expenses along with any parts used will be invoiced upon delivery.

Additional Labor Costs:

Time in excess of the allotted time per visit will be charged at the rates noted below

\$300 / hour during the work week (Mon-Fri – 9:00 am. – 5:00 pm.)

\$400 / hour weekend and holiday or before / after 5:00 pm

Factory Based Repairs

Cost is \$375.00 for an evaluation or \$150/per hour

Repairable labor cost will not exceed \$1,600/ day, not including parts required to perform repair.

Unit must be returned to factory and please call Toll-Free: 416-368-2721 for Return Authorizations Number prior to shipment.

Warranty Certificate

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Torontech Inc. shall be responsible for the repair or replacement of any product set which fails to operate in accordance with the applicable product specifications or which is defective due to any defect in materials or workmanship, for a period of 12 months from the date of shipment of the product to Torontech's customer.

Supplied instrument will not be under the warranty due to excessive and improper use.

Under no condition will we allow labor charges or other expenses to repair defective merchandise without our approval. Torontech makes no other warranties of any kind or nature and all implied warranties of merchant-ability or fitness for a particular purpose which exceeds the previously stated obligation are expressly excluded. We accept no responsibility for damage or abuse to apparatus due to improper installation or operation. We accept no responsibility for and will not pay for any lost profits incidental, consequential, or special damages.

Returned Goods:

Items may not be returned without prior written permission (and after 30 days of shipment) from Torontech. All returns are subject to restocking charges of 35% of selling price (\$500.00 USD minimum). Any use and / or damage by customer, or due to customer's improper repacking, is subject to further charges as necessary to place item(s) in a resalable condition. Items returned must be sent prepaid; no C.O.D. returns can be accepted.

Claims:

All claims for shortage, breakage or other discrepancies should be filed with the carrier immediately upon receipt of shipment.

Disclaimer of Responsibility:

Safe Use of Equipment:

Use of instruments, apparatus, and equipment described in the catalog may involve hazardous procedures and/ or materials. Use may also be subject to regulatory limitations. Information in the catalog is not intended to address the many safety, legal, and regulatory issues associated with use.

It is the responsibility of the user to:

1. Follow appropriate methods to ensure that industry standards are met for all safety and health issues resulting from use
2. Determine applicability of all regulatory limitations prior to use. Be familiar with all applicable test standards and test procedure
3. Comply with all applicable Federal, State and Local laws and regulations relating to the use of such goods

Neither Torontech nor other manufacturers of equipment sold by Torontech can assume any liability express or implied for user's failure to follow Industry standards for safety and health, or to comply with applicable regulatory limitations, standards, and procedure