

TempoTech Controls Inc.
Sales Terms and Conditions

1. Other Conditions or Modifications

TempoTech Controls Inc. ("Seller") objects to any provisions or conditions in the Buyer's purchase order that differ from or add to these Terms and Conditions. Such terms shall be considered null and void unless explicitly agreed to in writing by a duly authorized representative of TempoTech Controls Inc.

2. Order Acceptance

All orders are subject to review and acceptance by TempoTech Controls Inc. at its main office in Ontario, Canada. Acceptance is strictly conditional upon the Buyer's agreement to the terms set forth herein.

3. Taxes

Prices quoted do not include applicable federal, provincial, or local taxes. Any taxes applicable to the sale will be added to the invoice and are payable by the Buyer unless a valid exemption certificate is provided.

4. Title, Delivery, and Risk of Loss

Unless otherwise specified in the order, all deliveries are F.O.B. Seller's facility in Ontario. Title and risk of loss transfer to the Buyer once the goods are handed to a carrier for delivery.

5. Force Majeure

TempoTech Controls Inc. is not liable for delays or failure to perform due to causes beyond its reasonable control, including but not limited to acts of God, natural disasters, labour disputes, government actions, or inability to procure materials or transportation. The same applies to Buyer's inability to accept delivery due to such causes.

6. Equal Opportunity Employment

Where applicable under Canadian law, Seller complies with equal opportunity employment standards and related regulations.

7. Non-Waiver of Default

Each shipment is treated as a separate transaction. A failure by the Buyer to perform does not obligate the Seller to continue shipments. Continuing to ship despite a Buyer default does not waive any rights of the Seller.

8. Financial Viability

Seller reserves the right to suspend or cancel any order if the Buyer's financial condition is deemed unsatisfactory. In such cases, Buyer may be required to make advance Payments or settle outstanding balances before further shipments are made.

9. Intellectual Property Indemnification

Buyer agrees to indemnify and hold Seller harmless from any claims related to intellectual property infringement arising from Seller's compliance with Buyer's specifications or designs.

10. Assignment

Contracts related to the sale of goods are binding upon and benefit the successors and assigns of the respective parties' businesses. Such contracts are not otherwise assignable without written consent.

11. Legal Compliance

Seller complies with all applicable Canadian federal, provincial, and municipal laws and regulations. This includes relevant employment, safety, and environmental standards.

12. Special Tooling

Unless otherwise agreed upon in writing, any special tools, dies, or equipment manufactured or procured by the Seller remain the exclusive property of TempoTech Controls Inc., even if costs are included in the product pricing.

13. Limitation of Liability

Seller shall not be liable for any indirect, incidental, special, or consequential damages, including lost profits, arising out of or related to the performance of this agreement or the use of its products.

14. Shipping and Delivery

Shipment dates are determined solely by TempoTech Controls Inc. While best efforts are made to meet delivery timelines, early or late shipments may occur. Rescheduling requests from the Buyer must be submitted at least one week prior to the confirmed ship date.

15. Order Cancellation

Orders may be canceled by the Buyer in writing prior to the confirmed shipping date. Cancellation is subject to a fee based on the order's progress and incurred costs.

16. Governing Law

This agreement shall be governed by and construed under the laws of the Province of Ontario and the laws of Canada applicable therein.

17. Nuclear limitation of use

Purchase warrants that the Products are not for use in or with any nuclear facility unless specifically so stated in writing and acknowledged by Tempotech Controls Inc. Purchaser accepts the responsibility for insuring that the Products are not used in violation of this limitation and Purchaser shall indemnify and hold Tempotech Controls Inc harmless from any and all liability including such liability resulting from Tempotech Controls inc negligence arising out of said improper use.

Limited Warranty – TempoTech Controls Inc.

1. Coverage

TempoTech warrants that all thermocouples, RTDs, sensor assemblies, wires, and related components and services it provides are free from defects in materials and workmanship at the time of manufacture and conform to published specifications.

2. Exclusive Remedy

Buyer's sole remedy for breach of this warranty is limited to repair or replacement of the defective product, at TempoTech's discretion. Defects must be reported in writing within ten (10) days of delivery.

3. Third-Party Products

This warranty does not extend to components or equipment separately warranted by other manufacturers.

4. Limitation Period

All warranty claims must be brought within one (1) year of product delivery.

5. No Other Warranties

Buyer acknowledges that no additional warranties or affirmations were made other than those expressly stated herein.

6. Non-Transferable

This warranty applies solely to the original purchaser and is non-transferable without written consent.

7. Exclusion of Damages

TempoTech shall not be liable for any incidental, consequential, special, or indirect damages resulting from breach of warranty.

8. Disclaimer

NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SHALL APPLY EXCEPT AS EXPRESSLY SET FORTH ABOVE.