



TERMS AND CONDITIONS OF SALE - APRIL, 2025

PRICES: Prices shown on any quotation or proposal are valid for 60 days from date of quotation unless otherwise noted.

SALES AND OTHER TAXES: In the event any sales tax, manufacturer's tax, occupational tax or other tax is applicable to any shipment made to the Buyer, such tax shall be added to the selling price and shall be paid by the buyer.

SHIPPING TERMS: All prices are F.O.B. Shipping point, Canada and all responsibilities and obligation of Canadian Shunt Industries Inc. hereunder are completed when Canadian Shunt Industries Inc. Delivers the goods, properly consigned to a common carrier of our choice or to Buyer's carrier. The delivery by Canadian Shunt Industries Inc. to such carrier shall constitute delivery thereof to the Buyer, and the goods are thereafter at the Buyers risk.

Shipping promises are made in good faith; shipping dates appearing on acknowledgments of orders, or given the Buyer in any other manner are approximate. Further, prices quoted are based on continuous manufacture for rates of delivery specified.

Canadian Shunt Industries Inc. Reserves the right to limit the value and/or quantity of any one shipment.

CHANGES: No change in drawings or specifications or terms of sale may be made unless specifically agreed to in writing and signed by an officer of Canadian Shunt Industries Inc. If such changes cause a material increase or decrease in Canadian Shunt Industries Inc. cost or in the time for performance of Buyer's order, equitable adjustment in the price and time for performance will be made by Canadian Shunt Industries Inc. and Buyer's order, equitable adjustment in the price and time for performance will be made by Canadian Shunt Industries Inc. and Buyer's order will be modified in writing accordingly. Orders may not be cancelled within lead time, orders may not be moved out more than 30 days from original ship date if in route or in stock.

LIMITED WARRANTY AGREEMENT: Effective for all products supplied by Canadian Shunt Industries Inc. after January 1, 2007.

LIMITED WARRANTY: Warranty shall pass through to _____(Customer) that warranty furnished by its suppliers, which warranty shall be free from defects in material and workmanship for a period of one year. While within warranty, any product defect shall be corrected by repair or replacement, in the supplier's discretion, F.O. B Shipping Point. Canadian

Shunt Industries Inc. shall not be liable under any circumstances for any consequential damages. If the product has been misapplied or otherwise improperly used, or exceeds the life or operating characteristics, including but not limited to warranties of merchantability and fitness for a particular purpose, the warranty will not apply. **THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, GUARANTEES, LIABILITIES OR OBLIGATIONS, EXPRESSED, STATUTORY OR IMPLIED, TO THE ORIGINAL PURCHASER OR TO OTHER PERSONS.**

If, during the applicable warranty period, (i) Canadian Shunt Industries Inc. is advised in writing as to a defect in a Canadian Shunt Product; (ii) such products is returned to a receiving point designated by Canadian Shunt and (iii) an examination of such product discloses to Canadian Shunt Industries Inc. reasonable satisfaction that such product is defective and such defect was not caused by accident, abuse, neglect, alteration, improper installation, lightning damage, submersion, short circuits due to improper handling, repair, improper testing or use contrary to any instruction issued by Canadian Shunt Industries Inc., Canadian Shunt Industries Inc. will repair or replace the defective product at no cost to Customer, except for transportation costs. Replacement shall mean furnishing Customer with a new or reconditioned product equivalent to the defective product. All defective products replaced by Canadian Shunt Industries Inc. under this warranty shall become the property of Canadian Shunt Industries Inc. and must be returned to Canadian Shunt Industries Inc. properly packed to prevent physical damage. Any returns must be authorized in advance by Canadian Shunt Industries Inc., otherwise will not be accepted.

Canadian Shunt Industries Inc. does not warrant that any product is suitable for use in any particular application. Customer shall be responsible for evaluating the appropriateness of the use of any specific Canadian Shunt Industries Inc. product for a particular application and shall specify such use at the time of the placement of any order for a Canadian Shunt Industries Inc. product. Canadian Shunt Industries Inc. shall be entitled to rely exclusive upon such representation in furnishing any product to Customer.

WARRANTY LIMITATIONS: THE FOREGOING WARRANTY CONSTITUTES CANADIAN SHUNT INDUSTRIES INC. EXCLUSIVE LIABILITY AND THE EXCLUSIVE REMEDY OF CUSTOMER FOR ANY BREACH OF OR ANY OTHER NONCONFORMITY OF THE PRODUCTS COVERED BY THIS WARRANTY. THIS WARRANTY IS EXCLUVISE AND IN LIEU OF ALL OTHER WARRANTIES. CANADIAN SHUNT INDUSTRIES INC. MAKES NO WARRANTY, EXPRESSED OR IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

NO REPRESENTATIVE, EMPLOYEE, DISTRIBUTOR OR DEALER OF CANADIAN SHUNT INDUSTRIES INC. HAS THE AUTHORITY TO MAKE OR IMPLY ANY WARRANTY, REPRESENTATION, PROMISE OR AGREEMENT, WHICH IS ANY WAY VAIRES THE TERMS OF THE LIMITED WARRANTY. THE CANADIAN SHUNT INDUSTRIES INC. PRODUCTS SOLD TO CUSTOMER ARE INTENDED TO BE USED ONLY IN THE APPLICATION SPECIFIED BY CUSTOMER TO CANADIAN SHUNT INDUSTRIES INC. ANY OTHER USE RENDERS THE LIMITED

WARRANTY EXPRESSED HEREIN AND ALL IMPLIED WARRANTIES NULL AND VOID AND SAME ARE HEREBY EXCLUDED.

UNDER NO CIRCUMSTANCES SHALL CANADIAN SHUNT INDUSTRIES INC. BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR OTHER DAMAGES WHETHER IN AN ACTION BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, ARISING OUT OF OR RELATED TO THE PRODUCTS SOLD TO THE CUSTOMER INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, EVEN IF CANADIAN SHUNT INDUSTRIES INC. IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

This limited warranty may not be changed, modified, limited or extended in scope except by a written agreement signed by Canadian Shunt Industries Inc. and Customer. The Canadian Shunt Industries Inc. Sales Director, Customer and Canadian Shunt Warranty Administration group must approve any exceptions or changes to this limited warranty. Except as stated, any purported modification of this limited warranty shall be null and void.

DEFAULT OF BUYER: In the event Buyer cancels the contract embodied in Buyer's order and Canadian Shunt Industries Inc. acceptance thereof, in whole or in part, or such contract is cancelled by us because of default by the Buyer, Buyer shall pay us by reason of such cancellation or default for all damages sustained, and shall pay for completed units, shipped or unshipped, at the current price applicable to the total quantity completed at the time of default.

FORCE MAJEURE: Canadian Shunt Industries Inc. shall not be liable for any default or delay in delivery due to causes beyond its control, such as acts of God, acts of the Buyer, acts of civil or military authority, fires, strikes, floods, delays in transportation, government regulation (whether valid or not), or inability due to causes beyond the control of Canadian Shunt Industries Inc. to obtain necessary engineering talent, labor or materials. In the event of such delay, the delivery shall be extended to a period equal to the time lost thereby.

SPECIAL TOOLS: Buyer agrees to pay for any special tools, machines, dies, fixtures and other property necessary for the manufacture of the product and/or components as may be detailed by Buyers' order but same are not removable from Canadian Shunt Industries Inc. manufacturing suppliers. Canadian Shunt Industries Inc. agrees to maintain any such special tools, machines, dies, fixture and other property for their normal productive life and that any that have been inactive for three years may be scrapped without notice.

PENALTY CLAUSES: No penalty clause of any description, in any quotation, specification, acknowledgment or order, will be binding and effective unless approved in writing and signed by an officer of Canadian Shunt Industries Inc.

PUBLICATION PRICES: Prices shown in any Canadian Shunt Industries Inc. publication are subject to change without notice and are not be construed as a definite quotation or offer to sell

by Canadian Shunt Industries Inc. Such literature is maintained only as a source of general information, and any prices shown therein are subject to confirmation with a specific quotation.

INCONSISTENT PROVISION: If Buyer's acceptance of a quotation, proposal or acknowledgment of an order contains verbal, written, printed or stamped provisions and conditions inconsistent with the verbal, written, printed or stamped provisions and conditions of the quotation, proposal or acknowledgment, the provisions and conditions of Canadian Shunt Industries Inc. shall prevail. Acceptance of a quotation, proposal or acknowledgement is expressly made conditional on Buyer's assent and acceptance to the terms and conditions contained in these Terms and Conditions.

TERMS OF SALE: To concerns of established credit, net 30 days. Cash required with order or **C.O.D.** unless satisfactory credit ratings established.

CLAIMS: Except as provided in these Terms and Conditions or any other written communication from Canadian Shunt Industries Inc., all claims for shortages, delays or failures in shipment or delivery, or for any other cause, shall be deemed waived and released by Buyer unless made in writing within ten (10) days after delivery of the Canadian Shunt Industries Inc. products and/or components.