



Standard Terms and Conditions

- Quotations** Quotations prepared and submitted by Swegon North America are open for written acceptance within thirty (30) days unless otherwise stated.
- Terms** To approved accounts, Seller's terms are net thirty days from the date of invoice, unless otherwise agreed in writing. Seller may decline to release products for manufacture or hold shipment, pending payment in full, if not satisfied as to the Buyer's credit or responsibility.
- Seller shall have the option of billing for partial shipments, or for shipments delayed or suspended by the Buyer, on a pro-rata basis.
- If the Buyer does not pay the Seller within the above agreed terms, the Buyer shall be responsible to pay, in addition to the balance owed to the Seller, all costs, fees, and expenses that may be incurred by the Seller in its attempt to collect the balance owed to them. This includes, but is not limited to, fees charged by collection agencies or attorneys or any other allowed by law.
- Late Penalty** A charge of 1% per month or 12% per annum will be charged on all past due accounts.
- The warranty below shall be deemed unenforceable in the event that the buyer does not fully comply with the terms of payment.**
- Delivery** Unless otherwise stated, prices on equipment of Seller's manufacture are firm for shipment to be made within 3 months from the date of quotation. For shipments to be made over 3 months from the date of quotation, prices are subject to adjustments to Seller's current/prevaling prices at time of shipment.
- Prices on equipment not of Seller's manufacture are subject to adjustment by the same percentage price changes as may be made effective by Seller's supplier.
- Seller shall not be held responsible for any loss, delay or damage caused by the Seller's inability to secure material, or by fire, strikes, lockouts, labour disruption or shortage, accidents, Government acts or requirements, embargoes, insurrections, war, civil unrest, riot, or by any other cause beyond the reasonable control of the Seller or Seller's suppliers.
- Shipment** All equipment is sold FOB factory. In the event of shipping damage, Seller's responsibility is limited to providing copies of documentation to the Buyer to assist in making a freight claim. If replacement products are required, Buyer must provide a new purchase order based on Seller's prices at time of new order.

Swegon North America Inc.

355 Apple Creek Blvd,
Markham, ON L3R 9X7
Canada

Phone 1 800 565 8401
Fax 1 888 811 2264

info-na@swegon.com
www.swegon.com



- Engineering** If a product is not released within 120 days after submittals have been sent, Swegon North America reserves the right to invoice for 10% of the contract value for engineering services. The invoice will be subject to our standard net 30 day payment terms.
- Product Storage** Should the Buyer not be able to receive shipment of equipment by the previously agreed upon shipping date, the Seller is entitled to recover additional costs for storage.
- Backcharges** Backcharges for labour or material will not be accepted unless authorized in writing by the Seller. Where the Seller authorizes the Buyer to conduct warranty repairs through a third party, the Seller must approve all costs in writing before work commences. Such payments or credits are not acceptable to the Seller until full repairs are satisfactorily completed.
- Taxes** All taxes including sales, use, commodity, value added and income taxes are the responsibility of the Buyer. Buyer must provide for and pay taxes where payment of taxes is required. When tax and or duty included prices are quoted, they are based on rates in effect on the date of the quotation and any increase in such taxes and or duty between the date of the quotation and the date of shipment will, charged to the Buyer's account.
- Warranty** Seller warrants to the original purchaser for a period of not in excess of 18 months from the date of shipment by the Seller, or 12 months from the date of commencement of installation, whichever occurs first, the design (only where design is the Seller's responsibility), construction and materials of the Seller's products, to be free from defects in materials and workmanship. Seller's sole obligation under this warranty is strictly limited to repair or replacement of any defective parts.
- Product will be repaired, or replaced, as determined by Seller in its sole discretion. If required, removal, reinstallation and transportation are the responsibility of Buyer. All repairs are FOB Seller's point of manufacture.
- This warranty does not apply to products subjected to any accident, alteration, abuse, misuse, or exposure to the elements. Seller does not warrant against abrasion, corrosion, or erosion.
- Warranties on equipment not of the Seller's manufacture are limited to terms of the Original Purchaser. The term "Original Purchaser" as used in this warranty, shall be deemed to mean that person, firm, association, or corporation for whom the products referred to, are originally installed/shipped.



- Returns** Goods may not be returned except by written permission of authorized factory officials of the Seller and when so returned will be subject to a minimum 15% handling charge plus transportation costs unless waived by the Seller in writing.
- Modifications** No modification to the above Standard Terms and Conditions shall be valid unless authorized by the Seller in the writing.
- Liquidated Damages** Swegon North America will not be responsible for any liquidated damages unless agreed upon as part of the contract.
- Order Cancellations** In the event of termination of a purchase order, the purchaser shall pay for all services rendered up to and including the date of termination. The cancellation charges shall be determined by Swegon North America and is subject to our standard net 30 day payment terms.

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