

GENERAL TERMS AND CONDITIONS OF SALE

General

The following terms and conditions of sale shall apply to any sale of goods and services by DEOS Controls Americas Inc. (hereinafter called "DEOS"). Purchaser shall be deemed to have full knowledge of the terms and conditions herein and such terms and conditions shall be binding if either the goods and services referred to herein are delivered to and accepted by Purchaser, or if Purchaser does not within five days from the date hereof deliver to DEOS written objection to said terms and conditions or any part thereof.

Sales Policy

Pricing is subject to change without notice.

Quotations

Unless otherwise stated, DEOS' quotation shall be null and void unless accepted by Purchaser within thirty (30) days from the date of quotation.

Non Stock and Non Catalog Items

On any item that is considered a non-stock item or special order, a minimum order quantity or special handling charge or other conditions stipulated by DEOS or our supplier may be applied. Special order item with these terms and conditions may be subject to a restricted return policy.

Delivery and Shipping Information

Delivery schedules are approximate and are based on prevailing market conditions applicable respectively at the time of DEOS' quotation and DEOS' acceptance of Purchaser's order. Delivery shall also depend on the prompt receipt by DEOS of the necessary information to allow maintenance of the manufacturer's engineering and manufacturing schedules. DEOS may extend delivery schedules or may, at its option, cancel Purchaser's order in full or in part without liability other than to return any deposit or prepayment which is unearned by reason of the cancellation. DEOS will ship via air unless otherwise instructed. Purchaser may also designate the freight forwarding agent and inform DEOS in writing of same and such designation shall remain in effect until notified otherwise.

All Shipments Are F.O.B. Port Coquitlam, BC Canada

DEOS assumes no liability for damage or loss of shipment. Merchandise shipped is carefully packed or pre-packaged by our suppliers in compliance with carrier requirements. The customer must make sure that claims for loss or damage products in transit with the carrier. All shipments should be inspected immediately upon receipt and if damage of products are become apparent during the final inspections the client must file a damage report with the carrier's agent. Any external evidence of loss or damage must be noted on the freight bill or carrier receipt and signed by the carrier's agent. Failure to do this could result in the carrier's refusal to honor claims.

Payment Terms

Unless otherwise stated, invoices on “open account” shipment are payable within thirty (30) days of invoice date. Seller will issue invoices upon delivery of Products. If deliveries are made in installments, each installment shall be invoiced and paid when due without regard to other scheduled installment deliveries. Overdue and outstanding payments shall be subject to finance charges at a rate of 2% per month.

Forms of Payments: C.O.D., Prepayment, Credit (A credit application must be provided for opening an account if considered by Purchaser. Allow 5 business days for approval process.)

New Accounts: C.O.D., Prepayment

Established Account: Net 30 days. Accounts of 30 day's will be placed on C.O.D. status.

Title and Transfer of Ownership

Purchaser hereby acknowledges that the ownership title to and in Product(s) shall vest with DEOS until paid in full.

Returns

Please contact your DEOS Accounts Manager or Inside Sales prior to returning any items in order to obtain a return authorization number (RMA) any material returned without prior approval will be refused and sent back at sender's expenses. All returns for credit are subject to a minimum 15% Re-Stocking charge or \$50.00 CND, whichever is greater. Return of non-stock or special purchase items are subject to the third party manufacture's acceptance. All product's returns must be shipped Prepaid.

Warranty and Disclaimer

DEOS, the seller or the products described, believes that the technical information, specifications, test results and recommendations herein are correct but do not guarantee their accuracy or completeness. DEOS warrants that their manufactured products will be free of defects and workmanship for a period of two (2) years from the date of its original purchase. The warranty will not apply, if it is shown that the defect of malfunction was caused by not following the manufacturing instruction or recommendation during the installation or operation of the products. This warranty applies only to products which was in the possession of the consumer. It will not apply if product is used in an abnormal use, misapplications or modified and improper installation. This warranty only applies to DEOS manufactured products. DEOS reserves the right to refuse any warranty claims with just cause. DEOS will provide repaired or replacement material at its discretion. Since DEOS does not control the use of its products, there is no express warranties that extend beyond the description contained herein. DEOS disclaims any implied warranties of merchantability or the fitness for and particular purpose. On distribution product, DEOS is only acting as a distributor of products manufactured by other companies. DEOS expressly limits its liabilities to any guaranties extended by the manufacturer, which DEOS will pass through to the customer. No warranty will apply if the products are in any way altered or modified after delivery. Since DEOS cannot control the manner of use of the products after their sale. DEOS will not be responsible for any consequential or indirect damages. Terms of Buyer's or User's purchase order shall not supersede this disclaimer and no warranty, expressed or implied other than stated herein shall be effective unless contained in an agreement signed by and offices at DEOS.

Installation

Unless otherwise expressly stipulated, the goods shall be installed by and at the risk and expense of Purchaser. In the event that DEOS is requested to supervise, to assist or to support such installation, DEOS' responsibility shall be limited to exercising that degree of skill customary in the trade in supervising, assisting or supporting installations of the same type. Purchaser shall remain responsible for all other aspects of the work including compliance with the local regulations.

Force Majeure

DEOS shall not be responsible or liable for any loss or damage incurred by Purchaser herein resulting from causes beyond the reasonable control of DEOS including, but without limitation, acts of God, war, invasion, insurrection, riot, the order of any civil or military authority, fire, flood, weather, acts of the elements, delays in transportation, unavailability of equipment or materials, breakdown, sabotage, lock-outs, strikes or labour disputes, faulty castings or forgings, or the failure of DEOS' suppliers to meet their delivery promises. The acceptance of delivery of the equipment by Purchaser shall constitute a waiver of all claims for loss or damage due to any delay whatsoever.

Law or the contract

This agreement is made, executed and delivered in Port Coquitlam, British Columbia, Canada and any controversy arising hereunder or in relation to this Agreement shall be governed by and constructed in accordance with the domestic laws of the Province of British Columbia, Canada. The parties here to hereby agree that the application of the United Nations Convention on Contracts for International Sale of goods to this agreement does not apply and is strictly excluded.

Consequential Damages

Anything to the contrary notwithstanding, DEOS shall not be liable for any consequential, contingent or incidental damages whatsoever.

Updated as of April 1, 2016

The above General Terms and Conditions of Sale are in force as of the above-mentioned date and are subject to change at any time without notice. Each time you use this web site, you should check the date of this agreement and any transaction concluded between you and DEOS shall be governed by the terms of this agreement then in force.