

Technophar Group
Quotation Terms & Conditions

Acceptance of this Quotation either by acknowledgement or performance of the seller indicated in this Order (the “**Seller**”), constitutes an unqualified agreement to the following conditions (the “**Conditions of Sale**”):

1. MODIFICATION OF AGREEMENT. No modification of this Quotation shall be binding upon Technophar Equipment and Service (2007) Ltd. unless made in writing and signed by Buyer’s authorized representative. The Seller shall have the right to make changes to this Quotation from time to time by a notice in writing to the Buyer.

2. DELIVERY. Delivery must be effected within the time stated on the face of this Quotation, but neither party shall be liable for any default hereunder due to acts of God or of the public enemy, acts of government or any agency thereof, fire, flood, epidemic or quarantine restrictions, strikes and freight embargoes, or to other causes beyond such party’s control and without its fault or negligence.

3. SHIPPING; HANDLING; UNLOADING AND CONTAINERS. Buyer acknowledges that the Equipment may require special handling, storage, transportation, treatment or use to comply with applicable safety and environmental laws, and Buyer will take all actions necessary to comply with these laws to avoid dangers to persons, property or the environment. Buyer shall be responsible for the prompt unloading and release of all transportation equipment and shall pay any invoice for demurrage, other expenses or loss caused by Buyer within Ten (10) days of receipt of written notice from Seller.

4. WARRANTY AND INDEMNITY. Seller expressly warrants that the Contracted Items and all material and workmanship related thereto will be of merchantable quality, strictly conform with applicable drawings, specifications, samples or other descriptions given to Seller by Buyer and will be free from defects for Twelve (12) months after installation, no later than Thirty (30) days after shipment for mechanical and electrical parts (non-consumables). Buyer will not change the form, fit, or function of any Purchased Items – otherwise the Warranty is nullified and expired.

5. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION. Buyer acknowledges that the drawings, technical documents, technology, and other information which is requisite to the fulfillment of the proposed transaction and will be disclosed or delivered by the Seller to the Buyer pursuant to this potential contract, is confidential information of the Seller. The Buyer shall be entitled to the full use of all such confidential information in the ordinary course of business, but the Buyer shall not make or permit disclosure of any such confidential information to any party. Technophar’s legal and equitable rights (injunction) in the case of a breach of confidentiality will be preserved up and including a penalty.

6. PRICE. Price is provided from Seller in all cases. All updates and corrections of prices are to be advised by Seller and agreed to by Buyer prior to shipping the materials ordered under the Purchase Order.

7. TAXES, CUSTOMS, AND DUTIES. All federal, provincial, state, county or local taxes, attributable to the Purchase Order and performance pursuant thereto will be paid by Buyer and will not affect the price indicated on the Purchase Order. Unless indicated otherwise in the Purchase Order, Buyer will pay any and all customs, duties or tariffs. All duty drawbacks and similar items belong to Buyer.

8. TRAINING, LICENSES AND REGULATIONS. All service providers performing work related to the Purchase Order must fully comply with all associated technical training, permits, certifications, licenses, regulations and requirements to perform such work.

9. LAW AND JURISDICTION. These Conditions will be construed and enforced under the laws of Ontario- Canada, without regard to conflict of laws principles. The courts of Ontario shall have exclusive jurisdiction to determine any dispute arising under or relating to these Conditions of Sale.

Technophar Equipment and Service (2007) Ltd.

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COVID-19 Force Majeure Terms & Conditions "Notwithstanding any applicable terms and conditions to this quote, due to the Covid-19 pandemic, we cannot guarantee price, delivery date or performance during this period. Performance of this quote will be made on a reasonable efforts basis only. As a result, we disclaim, reject, and shall not be responsible for any damages suffered by you in regard to late delivery, price increases or overall performance and specifically reject liquidated damages claimed on any order"