



**ENGINEERED
LIFTING
SYSTEMS**
& EQUIPMENT INC.

Operating as:
**MENTOR
DYNAMICS**

275 Union St., Elmira, ON N3B 3P1
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Email: els@engliftingsystems.com

STANDARD TERMS AND CONDITIONS

1. Storage and handling fees are applicable to this contract commencing 60 days after completion of the contract. Insurance and weather protection for equipment stored is the responsibility of the buyer after this 60 day period.
2. Engineered Lifting Systems & Equipment Inc. (referred to as ELS), if required, must approve non ELS personnel, prior to arrival at our facilities. 48 hours advance notice must be given.

A member of ELS must accompany all buyer personnel. After standard working hours, supervisory personnel will be charged on a time and material basis.
3. Premium working hours, if required, are not included with this contract (unless noted).
4. Normal fabrication tolerances are applicable unless noted.
5. This proposal is valid for a period of 30 days from the date of being issued. Purchase orders based on this proposal are subject to acceptance by ELS.
6. The buyer drawings supplied to ELS are assumed to be correct and complete. We are not responsible for incorrect, incomplete or non-functional engineering documentation.
7.
 - a). ELS warrants the workmanship and material involved in ELS work to be free from defects in workmanship for a period of 1 year from completion of fabrication. Third party warranties, where applicable, will be passed on for the benefit of the buyer.
 - b). ELS reserves the right to review any warranty claim prior to accepting it, to insure that the equipment has been properly maintained.
 - c). ELS obligation under this warranty shall be limited to the repair or replacement or issuance of a credit. Any warranty service (consisting of time, travel and expenses related to such services) performed other than at ELS premises during ELS normal work hours shall be at Buyer's expense.
 - d). ELS entire liability and Buyer's remedies are set forth in this paragraph 7. These remedies are Buyer's exclusive remedies and are in lieu of any other remedy at law or in equity.
 - e). ELS liability to the buyer for any cause what so ever shall be limited to the purchase price paid to ELS for the goods. In no event shall ELS be liable for any special, incidental, indirect, consequential or punitive damages, even if ELS has been advised of the possibility thereof, including but not limited to lost profits, lost business revenue, damages resulting from loss of data or loss of use of the goods or damages claimed against buyer by any other person, arising under any circumstance.
 - f). A purchase order number will be required with each warranty claim prior to a service call.
8. Standard Payment will be on a progress basis with full payment, 30 days upon receipt. Interest on overdue accounts will be charged at the rate of 2% per month. Goods remain the property of ELS until fully paid for.
9. ELS shall manufacture or supply goods or services purchased hereunder in accordance with the Specifications, which ELS has approved in writing.
10. Purchased goods or services shall be delivered or furnished at the time or times specified on the face hereof or, in the event no delivery schedule is stated within a reasonable period of time, but in no event shall ELS be liable for damages of any kind or nature if it fails to deliver the goods or services at the time or times as indicated. ELS shall be entitled to withhold delivery of any of the goods or services if, ELS is of the view that the financial position of the Buyer or the Buyer's payment history becomes unacceptable.
11. This contract shall be governed, construed, applied and interpreted in accordance with the laws of the Province of Ontario.