
Terms and Conditions of Sale

1. Introduction

These Terms and Conditions of Sale ("Terms") govern all sales of products and services ("Products") by Icon Process Controls Ltd ("Seller") to the purchaser ("Buyer").

By placing an order, Buyer agrees to be bound by these Terms.

2. Order Acceptance and Cancellation

All orders are subject to acceptance by Seller. Seller reserves the right, at its sole discretion, to refuse or cancel any order for any reason. Orders may be cancelled by the Buyer within 24/hrs of placing the order providing the product has not shipped or the Seller has not initiated any special work that would facilitate a cost prior to shipment. All cancellations are subject to shipping or restocking fees.

3. Pricing and Payment

Prices for Products are subject to change without notice. All prices are exclusive of taxes, shipping, and handling or other additional charges that may be applicable, which are the Buyer's responsibility. Payment terms shall be specified in the invoice or agreed upon separately.

4. Delivery and Risk of Loss

Delivery dates are estimates and not guaranteed. Risk of loss or damage to the Products passes to Buyer upon delivery to the carrier. Seller is not liable for any delays or failure in delivery.

5. Inspection and Acceptance of Products

Buyer shall inspect the Products within 10 days of receipt ("Inspection Period") to check and verify the condition of the Products. Products shall be deemed accepted if Buyer does not notify Seller in writing of any defects or discrepancies within the Inspection Period.

It is the responsibility of the Buyer to ensure that the Product meets the requirements and is suitable for the intended application or use. The Buyer is responsible for determining the fit, compatibility, and usability of the Product for their intended purposes. **This responsibility includes verifying that the specifications, functionality, and performance of the Products meet the needs of the intended application before purchase and use.**

6. Returns, Refunds, and Exchanges

Only Products that are defective or non-conforming to the order may be returned with prior authorization from Seller. Products that have been modified or altered in any way by the Buyer are not subject to return. Furthermore, any modification or alteration to the Product by the Purchaser will void any warranty, and eliminate the possibility for return, refund, or credit. Eligible Products may be returned within 30 days for a refund, exchange, or credit as specified by Seller.



(Terms and Conditions continued)

7. Limited Warranty

Seller warrants that the Products will conform to the specifications, drawings, or descriptions furnished or specified by Seller for one year from the date of delivery. This warranty does not cover damages resulting from misuse, abuse, unauthorized repair, modifications, alterations, or normal wear and tear.

8. Limitation of Liability

Seller's liability under these Terms shall be limited to the replacement, repair, or refund of the Products at Seller's option. In no event shall Seller be liable for any indirect, special, consequential, or punitive damages.

9. Intellectual Property

Buyer acknowledges that any intellectual property rights associated with the Products remain the sole property of Seller or its licensors.

10. Compliance with Laws

Buyer agrees to comply with all applicable laws and regulations related to the purchase, use, and resale of the Products.

11. Dispute Resolution

Any disputes arising out of or related to these Terms shall be resolved through binding arbitration in accordance with the rules of CAA and or the AAA at a location agreed upon by the parties.

12. Governing Law

These Terms shall be governed by and construed in accordance with the laws of the Province of Ontario Canada, without regard to its conflict of law provisions.

13. Amendment and Modification

These Terms may be amended or modified only by a written agreement signed by authorized representatives of both Seller and Buyer.

14. Entire Agreement

These Terms constitute the entire agreement between Seller and Buyer with respect to the subject matter hereof and supersede all prior or contemporaneous understandings, agreements, negotiations, representations, and warranties, both written and oral.