

Bringing the magic of metal to light

## Terms & Conditions January 2024

**Acceptance of Order:** No assignment of this order or the contract resulting therefrom shall be binding upon Tripair without its prior written consent thereto. Tripair's prices are subject to change without notice, unless otherwise specified in the quotation, orders will be billed on the basis of Tripair's prices and discounts in effect at the date of shipment. Prices are exclusive of all taxes unless otherwise specified.

**Quantities:** There is no minimum order quantity. All deliveries must be accepted on basis of 10% variance in quantity ordered.

**Delivery and Returns:** We will make every effort to meet your delivery schedule but we shall not be responsible for any cause beyond our control. Transportation company's receipts for merchandise constitutes delivery, and we shall not be responsible for damages, delay or loss. We will, however, assist at any time to collect claims against Transportation Company. No claims for replacements or allowances will be considered unless Tripair is notified thereof within 30 days after delivery to purchaser, and no returns will be accepted without Tripair's written consent. Failure of purchaser to give such notice within such period shall constitute an unqualified acceptance of these goods pursuant to this order and a waiver by purchaser of all claims with respect thereto.

Whenever we are directed by the customer to ship "prepaid & charge", we will do so without applying any additional insurance other than the base level included by the transport or courier company. It is the Buyer's responsibility to specify any additional insurance should this be so desired.

**Warranty:** Tripair warrants its products to be free from defect in materials and workmanship, but limits its obligations under this warranty to the replacement or at its option reimbursement of the purchase price of goods shown to its satisfaction to have been defective at the time of delivery. Tripair neither makes nor shall be bound by any other warranty, express, implied, statutory or otherwise. Under no circumstances will Tripair be liable for any loss, damage, expense or consequential damage of any kind arising in connection with the use of, or inability to use, its products.

No agent or representative of Tripair is authorized to change this warranty or to give any other warranty, express or implied, and no such agent or representative is authorized to make any representations concerning Tripair's product which are not subject to the qualifications and to the limitations of liability hereinabove expressed.

**Patents:** If the items delivered hereunder are manufactured pursuant to detailed design furnished by purchaser, purchaser guarantees that the sale or use of the items will not infringe any Canadian or Foreign Letters Patent, and the purchaser agrees to defend, protect and save harmless Tripair, its successors and assigns against all suits at law or inequity and from all damages, claims and demands for actual or alleged infringement of any patent by reason of the use of the articles ordered hereby.

**Credit:** If the financial responsibility of the purchaser becomes unsatisfactory to Tripair, Tripair may, cancel this order in whole or in part.

**Modifications:** Orders may be modified or cancelled only with the written consent of Tripair signed by an officer thereof. The appearance of other terms and conditions on forms submitted by the purchaser shall be of no effect, and neither acknowledgement, manufacture or shipment by Tripair shall be held to be an acceptance of such other terms and conditions, but the submission by the purchaser of an order, acceptance of shipment or payment or any one or more of them shall constitute the purchaser's acceptance of the terms and conditions hereon. This contract resulting from such acceptance or performance is to be construed according to the laws of the Province of Quebec.

**Responsibility for Customer's Tools, Dies, etc.:** In all cases where Tripair is provided by the customer with tools, dies, jigs, fixtures or other special machinery or equipment (hereafter referred to as "tooling") for the production of all or part of the customer's order, or where Tripair manufactures or causes to be prepared any tools, dies, jigs, fixtures or other special machinery or equipment for and on behalf of the customer for the production of all or part of the customer's order, then in that event Tripair shall not be liable for loss or damage of the said tools, dies, jigs, fixtures or other special machinery or equipment which may occur from Acts of God, strikes, riot, war or other acts not under the control of nor due to the negligence of Tripair. And it is further agreed that unless the order specifically provides otherwise, all tools, dies, jigs, fixtures or other special machinery or equipment which remain in Tripair's possession more than thirty (30) days after the completion by Tripair of the customer's order shall so remain with Tripair at the customer's risk, and Tripair shall have no responsibility to see to their safekeeping. In any event Tripair's liability shall be limited to the cost of repair replacement or reproduction of the said tools, dies, jigs, fixtures or other special machinery or equipment.

Whenever a purchase order is received as a result of a quotation furnished by Tripair which makes reference to "partial tooling charge(s)", the purchaser has no claim whatsoever to any portion of the tooling to which the charge(s) apply.

Whenever a purchase order is received as a result of a quotation furnished by Tripair which makes reference to "tooling" or "die" charges, Tripair will manufacture and maintain the tooling necessary to manufacture the deliverable items according to the purchaser's original requirements. Any change from the purchaser's original requirements may require that the purchaser pay for further partial tooling charge(s). Because Tripair does not profit from the manufacture of such tooling, nor do such tooling costs include items such as tool design and testing, in the event that the purchaser wishes to remove the tooling from Tripair, an amount equal to 30% of the original tooling cost is required before Tripair releases the tooling to the purchaser, for which the purchaser is responsible for all shipping costs and any duties, insurance, or other charges that may result from this removal.