

Terms of Sale - International

SALES POLICY

All orders must be single release to single destination and, unless otherwise instructed, partial shipments will be made. Freight and handling will be added to each shipment. Pricing is subject to change without notice.

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NON-STOCK AND NON-CATALOG ITEMS

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

SHIPPING INFORMATION

All international orders are shipped freight collect. Unless carrier is specified, a freight company of Greystone Energy Systems Inc. choice will ship all orders.

ALL SHIPMENTS ARE F.O.B. POINT OF ORIGIN

Greystone Energy Systems Inc. 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 claims for loss or damage in transit with the carrier. All shipments should be unpacked and inspected immediately upon receipt. If damage does not become apparent until shipment is unpacked, customer must make a request for inspection by the carrier's agent and file with the carrier. Any External evidence of loss or damage must be noted on the freight bill or carrier's receipt and signed by the carrier's agent. Failure to do this could result in the carrier's refusal to honour claim.

PAYMENT TERMS

- A. Export orders are accepted on the basis of payment in advance by company cheque, wire transfer, international money order or Letter of Credit.
- B. Letters of Credit: payment may be made by irrevocable confirmed L/C provided that the total invoice value of the order is more than US \$5,000.00. L/C must be valid for a period of at least 150 days.
- C. Presentation of documents.

RETURNS

PLEASE CONTACT YOUR GREYSTONE REPRESENTATIVE PRIOR TO RETURNING ANY ITEM IN ORDER TO OBTAIN A RETURN AUTHORIZATION NUMBER (RMA). Any material returned without prior approval will be refused and sent back at sender's expense. ALL RETURNS FOR CREDIT ARE SUBJECT TO A MINIMUM 15% RE-STOCKING CHARGE OR \$25.00, WHICHEVER IS GREATER. Return of non-stock or special purchase items are subject to the manufacturers acceptance. ALL MATERIAL RETURNS MUST BE SHIPPED PREPAID.

WARRANTY AND DISCLAIMER

Greystone Energy Systems (Greystone), the seller of the products described, believes that technical information; specifications, test results, and recommendations herein are correct but do not guarantee their accuracy or completeness. Greystone warrants that their manufactured product will be free of defects in material and workmanship, for a period of five(5) years from the date of its original purchase. The warranty will not apply, if it is shown that the defect or malfunction was caused by not following manufacturers recommended periodic calibration procedures and/or damage which occurred while the product was in the possession of the consumer, such as: abnormal use, misapplication, modified or improper installation. This warranty only applies to Greystone manufactured product. Greystone reserves the right to refuse any warranty claim with just cause. Greystone will provide repaired or replacement material at its discretion. Since Greystone does not control the use of its products, there are no express warranties that extend beyond the description contained herein. Greystone disclaims any implied warranties of merchantability or of fitness for any particular purpose. On distribution products, Greystone is only acting as a distributor of products manufactured by other companies, Greystone expressly limits its liabilities to any guarantees extended by the manufacturer, which Greystone will pass through to the customer. No warranty will apply if the products are in any way altered or modified after delivery. Since Greystone cannot control the manner of use of the products after their sale, Greystone will not be responsible for any consequential 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 an officer of Greystone.

LAW OF THE CONTRACT

This Agreement is made, executed and delivered in Moncton, New Brunswick, 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 New Brunswick, Canada. The parties hereto hereby agree that the application of the United Nations Convention on Contracts for the International Sale of Goods to this Agreement does not apply and is strictly excluded.

CONSEQUENTIAL DAMAGES

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

RIGHT TO SUBSTITUTE

The seller reserves the right to substitute materials used in construction of equipment sold, provided said substitution does not modify the operational characteristics of the equipment sold.

THESE TERMS AND CONDITIONS MAY BE MODIFIED WITHOUT NOTICE. THE TERMS OF SALE AT TIME OF SALE SHALL APPLY.



GREYSTONE

ACCURACY BY DESIGN

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Greystone Energy Systems Inc. is one of North America's largest ISO registered manufacturers of HVAC sensors and transducers for Building Automation Management Systems.

We have conscientiously established a worldwide reputation as an industry leader by maintaining leading-edge design technology, prompt technical support, and a commitment to on-time deliveries. We take pride in our Quality Management System which is ISO 9001 certified, assuring our customers of consistent product reliability.

GREYSTONE HAS AN **ISO 9001** REGISTERED QUALITY SYSTEM