

## Terms & Conditions

Senstar Corporation  
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### 1. **Prices**

- a) Unless otherwise stated in writing by Senstar Corporation (herein referred to as the Company), prices are based on INCO 2011 Terms EXW, Carp, Ontario, Canada. Regardless of the shipping terms, in all cases title for the goods is transferred to the buyer when the goods leave the factory.
- b) Prices do not include sales, use, excise or similar taxes. Consequently, in addition to the prices specified, the amount of any present or future sales, use excise or other similar tax applicable to the sale or use of the equipment shall be the responsibility of and paid by the Buyer.
- c) Prices may also reflect quantity discounts and are valid only up to the expiry date of the quotation or for thirty (30) days if not specified.
- d) The Company charges an administrative fee of \$50 on orders less than \$100.
- e) Exceptions to the above will be as noted in the Company quotation.

### 2. **Shipping Schedule**

- a) Shipping dates quoted are estimates only and are based on the prompt receipt by the Company from the Buyer of all information deemed by the Company to be necessary to permit the Company to proceed with the work immediately and without interruption and are further subject to change due to cause or causes referred to in paragraph 3 hereof.
- b) Unless otherwise instructed, the Company will select the most economical means and routing consistent with the requirements and type of product involved. Goods are packed for shipment in accordance with standard commercial practice of the Company.

### 3. **Force Majeure**

The Company shall not be liable for use or for any incidental or consequential damage due to delay in manufacture, delivery or installation, resulting from any cause reasonably beyond the Company's control, including, but not limited to, compliance with any regulations, orders or instructions of any federal, state, provincial or municipal government or any department or agency thereof, acts of God, acts or omissions of the Buyer, acts of civil or military authority, fires, strikes, embargoes, war, riot, delays in transportation, and inability to obtain necessary labor, manufacturing facilities, or materials.

### 4. **Title**

Title passes from the Company to the Buyer and risk of loss is borne by Buyer when the product leaves Origin. All reports of and claims for damage resulting from or incurred in transportation must be filed with the carrier by the Buyer.

### 5. **Limited Warranty**

- a) The Company warrants that the electronic components of the products manufactured by the Company are free from all manufacturing defects. The Company's warranty does not extend to the performance of the products, which may vary depending on environmental conditions, use and installation practices. The Company's liability under this warranty shall be limited to, at its option, either repairing or replacing the defective components of the products or granting a credit for the products or parts thereof. The Company's liability shall apply only to products which are returned to the factory or authorized repair point, transportation charges prepaid by the Buyer within two (2) years from the shipment date of the product from the Company and which are, after examination, disclosed to Company's satisfaction to be defective due to defects in workmanship and/or materials. This warranty shall not apply to any products which have been installed, repaired or altered by other than personnel certified by the Company, or to products which have been subject to physical or electrical abuse, misuse, or improper storage or to products which have not been used or maintained in compliance with any applicable recommendations of the Company. This warranty does not apply to any parts or components of the products which are normally consumed in operation, including but not limited to batteries, fuses and light bulbs.
- b) The Company specifically disclaims any and all warranties, expressed or implied, including but not limited to any warranties or merchantability or fitness for a particular purpose. Under no circumstances be it due to a breach or warranty or any other cause arising out of the performance or non-performance of the Product shall the Company be liable to the Buyer for incidental or consequential damages, including but not limited to: lost profits, loss of property due to the freight, plant downtimes, or suits by third parties.

### 6. **Cancellation or Delays of Shipment**

Following acceptance by the Company, the Buyer's purchase order may only be cancelled or shipments delayed with the consent of the Company. Should the Company consent to a request by the Buyer to stop work or to cancel the whole or any part of an order, the Buyer shall make payments to the Company as follows:

- a) Any and all work that can be completed within ten (10) days from date of notification to stop work on account of cancellation shall be completed, shipped and paid in full.
- b) For work in process and any materials and supplies procured or for which definite commitments have been made by the Company in connection with the order, the Buyer shall pay to the Company the actual costs and overhead expenses determined in accordance with generally accepted accounting practice plus fifteen (15) percent.

### 7. **Claims and Return of Material**

Shipments shall be inspected by the Buyer immediately on receipt. When material is rejected on said inspection the Company shall be notified in writing within ten (10) days from receipt of said shipment. No material may be returned without the prior written approval of the Company and all returns are subject to a twenty (20) percent restocking fee unless it is specifically waived in the Return Material Authorization (RMA).

### 8. **Terms of Payment**

Terms of payment are net thirty (30) days upon credit approval unless otherwise stated. Interest on overdue accounts will be levied at the rate of 1.5% per month (19.56% per annum). In the event any third parties are employed to collect any outstanding monies owed by the Buyer to the Company, the Buyer agrees to pay reasonable collection costs, including attorney fees, whether or not litigation has commenced, and all costs of litigation incurred.

### 9. **General**

- a) Material in stock is offered subject to prior sale.
- b) Buyer may not assign this Agreement without the consent of the Company.
- c) The Buyer's conditions of purchase (if any) shall only have application if and to the extent agreed to in writing by the Company.
- d) Resulting contracts shall be interpreted in all respects in accordance with laws of the Province of Ontario, Canada for Senstar Corporation.