



## TERMS AND CONDITIONS

1. **Quotations.** Price quotations issued by Mits Airconditioning Inc. ("Mitsair") are an invitation to offer and are valid for **45 days**, after which all quotations are subject to requote at current terms. Buyer shall send a Purchase Order ("PO") with the appropriate Quote Number for Mitsair's acceptance, such PO signifying Buyer's review and acceptance of these Terms and Conditions.
- a. **Errors.** Mitsair shall not be bound by or liable for any typing, quantity, or other errors/omissions within the quotation document. It is Buyer's responsibility to verify and confirm that the system, equipment selection and quantities are correct.
- b. **BAS/BMS.** All quotations, unless otherwise stated, do not include BAS/BMS controls for Third Party integration.
- c. **Taxes.** All quotations exclude all applicable federal/provincial taxes. All taxes will be added/increased by an amount equal to any increase in federal/provincial taxes together which may be assessed on the equipment supplied hereunder, or which may be due or become due from Mitsair or to which Mitsair may be required to pay with respect to this transaction as a result of any excise, sales, use, occupation or similar tax now in effect or hereinafter imposed or made effective by any federal, provincial, or local government. Such increased amount shall be payable to Mitsair at or before the time when the tax is payable by Mitsair to the taxing authority.
- d. **Extras.** Equipment in addition to that quoted will be supplied on Buyer's written authorization and will be paid for by Buyer as extras.
2. **Availability.** Availability of the equipment quoted will be confirmed at the time of acceptance of Buyer's Purchase Order.
3. **Payment.** On accounts that have been approved with a credit limit, payment terms are net 30 days from the date of invoice, unless otherwise agreed to. All orders made on COD ("Cash on Delivery") accounts must be paid for in full prior to or at the time of pickup by cash, credit card, or Interac (company cheques will not be accepted). If, in the judgement of Mitsair, the financial condition of Buyer at the time the equipment is ready for shipment does not justify the foregoing terms, Mitsair may require pre-payment before making shipment. No discounts are allowed on specially priced, clearance items or on payments by credit cards.
4. **Delivery.** Estimated delivery dates are Mitsair's best estimate as of the date hereof and are subject to change. **Mitsair does NOT guarantee delivery of products on or before the date requested** and is not liable in any way for costs associated with the failure to deliver products on or before the date requested.
- a. **Freight.** All freight charges are extra, unless otherwise stated.
- b. **Portioned Delivery.** Mitsair shall have the right to deliver any portion of the equipment or materials included herein and to bill Buyer. Buyer agrees to pay for sale upon notification that the shipment is ready for delivery, notwithstanding the fact that Buyer may be unable to receive any such partial shipment. In such event, the portion of materials so billed will be stored at Buyer's risk and expense, including all demurrage charges that may occur.
- c. **Defer.** Buyer shall not defer delivery beyond specified dates, nor cancel any order except on terms which will fully compensate Mitsair for its reasonable costs, including but not limited to, work done and commitments made.
- d. **Title.** It is agreed that Mitsair will retain title to any equipment or materials until final payment is made.
- e. **Acceptance.** Buyer shall be responsible for delivery, uncrating, unpacking, and installing the equipment and all such costs shall be borne by Buyer. Equipment delivered under this agreement shall be deemed to have been accepted upon receipt.
5. **Discrepancies.** All claims for discrepancies must be communicated by Buyer to Mitsair within 10 days of the receipt of goods.
6. **Order Changes.** All order change requests must be made in writing by Buyer and submitted to Mitsair for review. Mitsair reserves the right to refuse any order change for any reason. If an order change is approved by Mitsair, Buyer must ensure the change notice/addendum is sent to Mitsair for final approval. Once approved by Mitsair, any price discrepancies between original equipment and replacement equipment will be settled in the form of a refund, credit, or extra charge, payable by the Buyer in accordance with the payment terms listed above.
7. **Return.** Standard equipment may be returned and/or exchanged within 30 days of purchase, with the prior approval of Mitsair, along with an RGA (Return Goods Authorization). Equipment must be in original cartons and packaging. A 20% restocking fee will apply unless waived by Mitsair. **Special equipment fabricated/custom made or NON stock special items may NOT be cancelled or returned.**
8. **Warranty & Limitation of Liability.** The equipment manufactured and supplied by the manufacturer and furnished by Mitsair hereunder carries the same limited warranty to Buyer as Mitsair receives from the manufacturer, a copy of which is attached to the equipment supplied. Mitsair assumes no liability for the design, manufacture, sale or installation of the equipment or its use. Mitsair's sole liability under the warranty is to replace any part which, within the period specified in the warranty is returned to Mitsair and which the manufacturer accepts as having been defective in material or workmanship. There is no labour warranty, unless provided by the manufacturer. Mitsair shall have no liability for damages/costs related or due to: acts, omissions & conduct of third parties; labour costs/issues; indirect, incidental, special, punitive or consequential damages; any infringement of third party rights; lost goodwill, lost revenues or profits; work stoppage; system failure; impairment of other goods; costs of removal/reinstallation; loss of use; injury to persons/property arising out or related to the system whether based on breach of warranty, contract, tort or otherwise. Mitsair's liability shall not exceed the purchase price of the system with respect to which any claim is made. **Mitsair is not liable in any way for damages or costs associated with the improper installation, maintenance, servicing, or use of the equipment hereunder. It is the sole responsibility of Buyer to ensure the equipment is installed, maintained, serviced, & used in complete compliance with the manuals & materials provided by the manufacturer and Mitsair.**
9. **Liquids/Gases.** If the equipment hereunder quoted and/or supplied requires the use of water or steam or other liquids or gases, recirculated or otherwise, Mitsair shall not be liable for the effect of its physical or chemical properties upon said equipment.
10. **Property.** All memoranda, drawings and information supplied by Mitsair shall remain its property and shall be considered business or trade secrets received in confidence for the sole purpose of assisting Buyer in installing and operating the equipment or systems as sold by Mitsair.
11. **Force Majeure.** Mitsair shall not be liable for any loss or damage caused by Force Majeure, including but not limited to delays due to acts of God, acts of war, fire, flood, or other disaster, strikes, labour troubles, Government regulations, transportation in general, delivery to job sites by third party carriers, failure to receive materials, or causes of a like or different nature reasonably beyond its control.
12. **Entire Agreement.** This agreement and any schedules attached to it contain the entire agreement between the parties. There are no representations, warranties, promises or conditions other than those expressed hereunder.
13. **Governing Law.** This agreement and all disputes arising thereunder will be governed by and interpreted in accordance with the internal laws of the Province of Ontario, or other governmental jurisdiction in which the Mitsair principal place of business resides
14. **New Product Models.** Product substitutions may be made in cases where a manufacturer has released a new model of the product ordered. Note that such substitutions may be subject to a price increase.
15. **A2L Transition:** The confirmation and/or invoices you have received may have been subject to a price and/or equipment adjustment as agreed to by the buyer and Mitsair the supplier due to the **A2L refrigerant regulatory transition in Canada**. Mits Air continues to work diligently to ensure a smooth and transparent A2L transition process.

**IN ACCEPTING THIS INVOICE, BUYER ACKNOWLEDGES THAT THE TERMS AND CONDITIONS  
OUTLINED HEREIN HAVE BEEN REVIEWED AND APPROVED\***