

STANDARD TERMS AND CONDITIONS OF SALE

VERSION: 150626

It is our intention to be your most value added supplier, period. We will be committed to the success of your projects, regardless of the size or schedule. We will do everything in our power to adjust our schedules to meet your projects' targets.

The following document is a base standard regarding our required terms and conditions of sale; however, each project is unique in nature, and so go the terms and conditions for each project. As such, each project will have specific terms and conditions noted in writing in our proposals. If specific terms or conditions are missing from a quotation, this document will serve to fill the gap in the unlikely event that a discrepancy arises.

It will be assumed that you, the purchaser, is aware of and is in agreement with these terms and conditions upon agreement of a quotation or proposal provided by Bartel Machine.

1. QUOTATIONS

It is our intention to provide quotes with as much detail and accuracy as possible. Quotations are open for acceptance for (30) days from issuance unless scope of work changes, or unless otherwise noted. After (30) days, Bartel reserves the right to re-quote based on changes in raw material costs or schedules. Purchase orders from you, the purchaser, are required unless otherwise stated in writing. If any element of the purchase order varies from the items or scope of work quoted, Bartel will consider this a change condition and extra fees may apply. We will communicate these change conditions throughout the project to avoid unexpected fees.

2. PRICES, TAXES AND FEES

Price is in Canadian Dollars unless otherwise stated on the quotation or invoice. All quoted prices do not include taxes, shipping, handling or other fees that may apply. Prices quoted are subject to change due to change conditions, change in scope, change in schedule requirements, etc, from the issuance of the quote.

3. PAYMENT TERMS

We request prompt payment from all of our clients. All payments are due within (30) days upon receipt of project unless otherwise stated on the quotation. For larger projects, Bartel will request deposit and/or progress payments.

4. DELIVERY

It is always our intention to meet or exceed your schedule targets; however, deliver dates as noted in our quotations should be viewed as targets, and not fixed dates, unless otherwise noted. Schedule targets quoted are based on our current work load at the time of quotation and are subject to change. Any changes in schedule targets will be communicated clearly with you to avoid unexpected delays. All products are sold FOB Bartel Machine unless specifically agreed to otherwise in writing.

5. WARRANTY

At Bartel Machine, we believe in quality and detail. We stand behind our work and warranty components for defects in manufacturing for a reasonable period. The length of this period varies for each project, depending on various factors, and will be quoted independently for each project. If a warranty period is not explicitly stated in our quotation, the warranty period will be a reasonable length and determined by Bartel Machine, based on all the factors. All purchased components such as controls items, motors, etc, are subject to their manufacturers' warranty.

6. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

It is mission critical to us to maintain the confidentiality of your projects, if doing so is important to you. Because we intend to maintain this integrity, we request the same of our clients, as it relates to our concepts quoted, presented, and developed. Design elements contained in our quotations, as well as concepts presented leading up to them, remain the sole property of Bartel Machine, unless stated and written otherwise. Purchase of the elements quoted does not imply ownership of the design or intellectual property, unless stated elsewhere in writing. Bartel Machine maintains ownership of all intellectual property developed by Bartel Machine in the process of developing the concepts purchased in perpetuity. This includes but is not limited to our engineering work, source code, tricks of the trade including methods and resources, etc. For machine build projects (*as opposed to maintenance/repair/overhaul work*), some of this intellectual property is available for purchase and in these cases, the purchasable property will be part of our quotations.

7. CANCELLATION AND CHANGES

Bartel Machine will only cancel orders placed with Bartel in extreme cases due to events beyond our control, or in the event of discrepancies or errors in pricing, scope, etc. For this reason, Bartel reserves the right to decline, or cancel orders due to change conditions, error in pricing, or other discrepancies or causes beyond our control. For similar reason, Bartel Machine will likely not accept a cancellation of a purchase order with Bartel Machine once the project is under way and Bartel is invested, unless valid reason exists. In this case, Bartel reserves the right to collect payment for the investment to date. Project deposit payments are non-refundable regardless of reason for purchase order cancellation.