TERMS & CONDITIONS OF SALE

In accepting this order, the customer and Kadant Canada Corp. hereafter referred to as Kadant Canada, agree that this order is subject to all of the terms and conditions contained below. Any variance or change in any of the terms below must be agreed upon in writing, duly accepted by the purchaser and signed by an officer of Kadant Canada.

1. PRICES

The prices quoted remain in effect for sixty (60) days from date of this quotation. Transportation and other charges are as specified on face of quotation. Our recommendations and the prices we have quoted are based on the data contained in this quotation. Additional detailed specifications of the equipment quoted may, when you or we consider it advisable, be submitted to you for approval upon receipt of your order. It is understood that in the event any changes in the equipment are necessitated by actual operating conditions different from those used as the basis of this bid, or in the event of any changes requested by you, Kadant Canada shall be permitted to adjust the price accordingly.

Kadant Canada reserves the right to revise the prices in this quotation in accordance with prices prevailing at time of shipment in the following instances:

(a) If prices on equipment or material furnished by other included in this quotation are changed significantly between date of signing of this quotation and date of delivery.

(b) If any governmental authority, Federal, Provincial, Municipal, School or otherwise, imposes or increases any tax on the sale or use of the goods subject of this order between the date of this quotation and the date of delivery of the goods.

(c) Optional - if specified in our quotation, the quotation is subject to price escalation. Details of the escalation clause will be attached as a separate condition of sale.

2. SHIPPING SCHEDULE

The quoted time of delivery is subject to prior commitment and begins from the date of our receipt of all of the following:

(a) Purchaser’s order.

(b) Complete information necessary for production including but not limited to your approval of drawings when applicable.

(c) Force Majeure - Delays occasioned by strikes, non-delivery of acceptable material by suppliers, the elements, other acts of force majeure or other causes over which Kadant Canada has not reasonable control shall extend the time of performance of Kadant Canada under this Contract for a period of time to be not less than the period of the delay.
3. TITLE

Delivery of equipment to a carrier by us, consigned to you or as you may direct, shall constitute transfer of title, ownership, possession and property in and to the equipment at such point of delivery, and such carrier shall thereafter be deemed to be acting for you and the equipment shall thereafter be at your risk.

4. CLAIMS

Any claims against Kadant Canada for shortages must be made within fifteen (15) days after receipt of shipment or shipment will be conclusively presumed to have been proper in all respects.

5. WARRANTY

Except as hereinafter in this section set forth, The Equipment is warranted for a period of one (1) year from the date of shipment to the Purchaser to be free from defects in material and workmanship disclosed under normal use and service. If the Purchaser within this period notifies Kadant Canada in writing of any claimed defect in The Equipment, and if after appropriate tests and inspection by us, The Equipment is found not to be in conformity with this warranty, Kadant Canada will at its option and expense either repair the same or provide a replacement therefore, F.O.B. shipping point with transportation allowed to destination. Kadant Canada's liability on its warranty shall under no circumstances exceed its cost of correcting such defects in The Equipment sold or replacing the same with non-defective equipment. All dismantling, installation costs and return freight costs shall be borne by the Purchaser.

The foregoing warranty does not cover, and Kadant Canada makes no warranty with respect to:

(a) Failures not reported to Kadant Canada within the warranty period above specified.

(b) Failure or damage due to negligence, other than that of Kadant Canada, accidents, abuse, improper installation (other than installations made by Kadant Canada), improper operation, or abnormal conditions of temperature, moisture, dirt or corrosive matter.

(c) Equipment which has been in any way tampered with, repaired or altered by anyone other than an authorized representative of Kadant Canada.

(d) Equipment damaged in shipment or otherwise without the fault of Kadant Canada.

(e) Defects in articles purchased by Kadant Canada and resold by it without alteration; and defects in metals or other materials purchased by Kadant Canada which cannot be discovered by ordinary factory inspection.
(f) As an accommodation to its customers, Kadant Canada will assign to the Purchaser any rights it may have arising out of the warranties given to it by any manufacturer of materials or standard equipment (such as controls, motors, gear reduction units, etc.) purchased by it and resold by it to the Purchase herein.

(g) In no event shall Kadant Canada be liable for direct, indirect, consequential or special damages arising out of a delay in or failure of delivery, defects, in material or workmanship, or arising out of a breach by Kadant Canada of any other term or obligation of Kadant Canada under this Contract.

(h) Kadant Canada makes no further warranty, either expressed or implied or by trade usage in connection with the design, sale or use of any of its products, or as to fitness of The Equipment for specific application by the Purchaser.

(i) THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

6. INDEMNITY

The Purchaser shall be solely responsible for any and all loss, damage or injury, either direct or indirect, resulting from or occasioned by his possession of any use or sale of the goods included in this order, and he shall save Kadant Canada harmless from all loss, damage, costs, connected with any injury to person or damage to property, resulting from or in any way connected with the sale, possession or use (including demonstrations) of the goods.

7. TERMS

Terms of payment are as specified on the face of this order.

8. ACCEPTANCE OF ORDERS

Orders are subject to acceptance only at the head office of Kadant Canada.

9. SERVICE

All service work not covered by our guarantee or after guarantee has expired will be charged for at the prevailing rate plus all expenses, transportation, material and parts.
10. CHANGES

Purchaser may request in writing, changes in the design, drawings and specifications, shipping instructions and shipment schedules of The Equipment. As promptly as practicable after receipt of such request, Kadant Canada will advise Purchaser in an amendment letter what amendments to the Contract, if any, may be necessitated by such requested changes including but not limited to amendment of price, specifications and shipment schedule. If such proposed amendments are accepted in writing by Purchaser, Kadant Canada will make such requested changes to the Equipment. Kadant Canada reserves the right to make minor changes in details of design, construction or arrangement of The Equipment as shall, in its judgment, constitute an improvement over such former practice as may be shown or described in the specifications.

11. MISCELLANEOUS

This document, together with any prints or specifications contains the entire agreement between the parties with respect to this order.

12. CANCELLATION

The Contract is not subject to cancellation or to change unless requested by the Purchaser and accepted in writing by Kadant Canada. In the event of any cancellation, the Purchaser shall pay to Kadant Canada within thirty (30) days of such cancellation the reasonable costs and other expenses incurred by Kadant Canada prior to receipt of the request for cancellation (including engineering expenses and all commitments to its suppliers, subcontractors and others), plus 20 percent of the contract value.