

TERMS & CONDITIONS

Please note that all data within the catalogue is not binding. Product models or designs may not be exactly as shown in the catalogue and may change without notice. All technical data is to be confirmed with our sales office prior to ordering.

Criveller Company offers suggestions based on past sales experience, but is in no way acting as a consultant.

All equipment and tanks are shipped from our manufacturing plant in Niagara Falls, Ontario or Healdsburg, California.

For shipments within Canada, all goods are shipped F.O.B. Niagara Falls, Ontario.

For West Coast USA shipments, all goods are shipped F.O.B. Healdsburg, California.

For East Coast USA shipments, all goods are shipped F.O.B. Buffalo, New York.

**** Delivery Time:** For goods in stock, allow one week.

For new orders, allow approximately 12 weeks from the date of acceptance of offer to purchase.

(Inventory changes daily, delivery time to be confirmed with office staff on date of acceptance of offer to purchase.)**

Payment: Balance prior to shipping.

General Terms and Conditions:

- 1) **PRICES:** Prices quoted are subject to change without notice. For items of foreign origin, quotations in dollars are subject to fluctuate until offer for purchase is accepted at our Niagara Falls, Ontario or Healdsburg, California office.
- 2) **ORDER ACKNOWLEDGEMENT:** This quotation is only a request for our offer for purchase or an actual order. All orders ARE SUBJECT TO ACCEPTANCE at Niagara Falls, Ontario or Healdsburg, California. Our written acknowledgement, which sets forth the order, as we understand it, constitutes acceptance. Unless we hear from you promptly, it is agreed that the acknowledgement will be an integration of a final and entire agreement between us, superseding and merging all prior communications.
- 3) **LOCAL CODES AND REGULATIONS:** Equipment manufactured in countries other than Canada or the USA, is generally manufactured to conform to the safety, electrical and other standard, which apply to the country of origin. Responsibility for compliance with O.S.H.A. regulations or local codes shall be solely that of the purchaser.
The items described in this proposal for manufacture may not meet earthquake specifications. Consequently, customer acknowledges by signing this proposal that he waives any and all claims whatsoever against Criveller for damages sustained due to loss occasioned by earthquake and related damage to any of the items the subject of the proposal.
- 4) **EQUIPMENT GUARANTIES:** New equipment is guaranteed for one year from date of delivery. Warranty covers all defective components. This warranty is limited to free replacement or repairs of parts, found to be defective within warranty. Freight charges incurred to replace or repair shall be borne by the purchaser. The warranty DOES NOT cover electrical components unless proven to be defective at time of installation and in any case not later than three months from time of delivery.
- 5) **TERMS OF PAYMENT:** As part of any purchase agreement, purchaser agrees to pay a service charge of 1- 1,5% per month for any unpaid balance and to reimburse Criveller Company Canada or Criveller California Corporation for any attorney fees, court costs or other costs disbursed in order to effect the collection.
- 6) **TIME AND PLACE OF SHIPMENTS:** Unless the indicated shipping date is expressly guaranteed, advance information as to date of shipment is an approximation only, based upon our best judgment at the time.
- 7) **TITLE AND RISK:** Irrespective of any provision concerning freight or prices, title and risk of loss and damage shall pass on to the purchaser upon consignment of goods to any carrier from seller's plant or other shipping point. We may assist you in processing claims against carriers without increasing liability therefore.
- 8) **FORCE MAJEURE:** The seller shall not be responsible for the delay in shipment or missed delivery of the goods due to force majeure, which may occur during the process of the manufacturing or in the course of loading or transit, such as war, fire, labor dispute, strikes, earthquake, typhoon, natural catastrophe and all other contingencies and circumstances whatsoever beyond the seller's reasonable control preventing, hindering or interfering with the performance thereof.
- 9) **GOVERNING LAW:** Agreement is to be construed according to the laws of the Province of Ontario for orders to our Canadian office and for orders received at our Healdsburg office; agreement is to be construed according to the laws of the State of California. Purchaser agrees that any legal dispute will then be settled through the Ontario Legal System or Californian Legal System.

Signature on orders received by fax will, for legal purposes, be treated as original.