



610 9th SE Street, Suite 1A
 Minneapolis, MN, 55414 - USA
 Tel: 514-587-6560 ou 1-855-769-0034
 Fax: 514-587-6562

Opening Hours (EST):

Monday – Thursday: 9:00 – 12:15 & 13:00-17:30
 Friday: 8:00 – 12:15 & 13:00- 16:30

GENERAL CONDITIONS

8

- ∇ Our rates are net dealers and are non-exhaustive.
- ∇ The website is the reference for the latest version of the forms and price.
- ∇ Non-repairable parts are not charged. If you want to get them back, the shipping cost will be invoiced.
- ∇ Cleaning fees of \$46 applicable if part needs to be clean before repair.

k

- ∇ Standard: 3 weeks
- ∇ Urgent: 48 hrs - An additional fee of 40\$. See website for "breizelec.us" eligible parts.

k

- ∇ Reman delivered in 24/48 hours for all orders placed before 15:00 (EST), if stock available.
- ∇ Loan for diagnostic is 250\$. Only 5 days.
- ∇ Reman return restocking + transport 2-ways.

†

- ∇ 24 months starting on invoices, date (from January 2023).
- ∇ Contact us for RMA, if not fees are \$132/part.
- ∇ No warranty if end-users install the part themselves.
- ∇ No warranty if valves got water in the head.
- ∇ No warranty without video and/or photos.

.

- ∇ Standard delivery insurance covers up to 5\$/ lb.
- ∇ Additional coverage insurance costs 5% of declared value.
- ∇ Labor insurance available at a rate of 15% of the declared value. Valid on the first demand.

The following fees can be added:

Shipping Charges: < 3kg (6lb) / 15 dm3 (900 in3)	Price	Breizelec References
Pickup USA 24 hrs	65 USD	MACDFP00056
Delivery USA 24 hrs	65 USD	MACDFP00055
Cleaning fees per part	46 USD	MACDMO00004
Additional fret fees for Reman (< 3kg (6lb) / 15 dm3 (900 in3))	if + Variable	MACDFP00057
Fees for not contacting us for RMA	132 USD	MACDFP 000000

BREIZELEC CONSTRUCTIONS ELECTRONIQUES INC.

TERMS AND CONDITIONS

1. **Scope.** All quotations, repair estimates, order acknowledgments, shipping documents, invoices, or other communications ("Seller's Documents") issued by Breizelec Constructions Électroniques Inc. ("Seller") with respect to the sale of Seller's services, including without limitation repair, manufacturing, and maintenance services, (collectively, the "Services") are subject to these terms and conditions. Any purchase orders, authorizations to proceed, or other communications from a customer ("Buyer") to Seller are also subject to these terms and conditions (collectively, "Buyer's Documents").
2. **Buyer's Terms and Conditions.** If Buyer's Documents contain terms and conditions in addition to or inconsistent with Seller's terms and conditions, the additional or inconsistent terms and conditions shall not be binding upon Seller unless expressly agreed upon in writing by Seller. Failure of Seller to object to provisions contained in Buyer's Documents shall not be construed as a waiver of Seller's terms and conditions nor an acceptance by Seller of any of Buyer's terms and conditions. Any signature of Buyer's Documents by Seller shall not be construed as an acceptance of any of Buyer's terms or conditions under any circumstances and shall be construed only as evidence that Seller received the document. Any reference to Buyer's purchase order number or work order in Seller's Documents is for reference purposes only and shall not constitute or be construed as an acceptance of any of Buyer's terms and conditions. At Seller's sole discretion, Seller may require Buyer to enter into a Non-Disclosure Agreement as a condition to Seller's performance of the Services.
3. **Quotations/Repair Estimates.** Quotations and repair estimates expire thirty (30) days from their issue date by Seller unless otherwise stated in the quotation or repair estimate. After expiration, the Seller may, at its sole discretion, honor the quotation or repair estimate, or issue a new quotations or repair estimate
4. **Acceptance of Services.** Seller shall not perform any Services without the receipt of a copy of Seller's quotation or repair estimate duly signed by a duly authorized representative of Buyer as Buyer's authorization to proceed with the Services. Buyer's authorization to proceed constitutes acceptance of these terms and conditions, as well as any additional terms and conditions that may be set forth in Seller's quotation or repair estimate.
5. **Cancellation of Services.** Cancellation of any Services must be by written notice sent to Seller and will be subject to cancellation charges, which shall include all expenses incurred by Seller up to the date of receipt of the cancellation notice.
6. **Buyer's or Third Party's Specifications.** Unless otherwise expressly agreed in a writing signed by an authorized representative of Seller, Buyer acknowledges that Seller is not obligated to perform repair or other Services in accordance with the Buyer's or the original equipment manufacturer's specifications for the device or equipment being repaired or serviced. Seller shall perform repair and other Services in accordance with IPC standards for electronic printed circuit boards and reasonable industry practices for commercial electronic repair and services, which include the use of non-OEM repair parts. If Buyer provides any specifications or designs to Seller to construct prototypes or manufacture devices, Buyer shall defend and indemnify Seller for all claims, damages, costs and expenses (including attorney's fees and disbursements) arising out of or relating to Seller's compliance with Buyer's specifications and designs, including without limitation any patent, trademark, copyright or other intellectual property rights infringement claims. Seller shall not be responsible for the accuracy or suitability of Buyer's specifications and designs for Buyer's intended use or for the performance of any devices or equipment manufactured by Seller in conformance with Buyer's designs and specifications.
7. **Delay.** All quoted or estimated turnaround times, delivery dates, and shipping dates are estimates only, and time is not of the essence. Any rush or expedited dates to which Seller agrees shall be in writing and subject to additional surcharges.
8. **Payment and Credit.** Unless satisfactory credit is established with Seller, payment in full is required when Buyer issues authorization for Seller to proceed. If satisfactory credit is established with Seller, all payments shall be due net thirty (30) days from the date of invoice, unless otherwise specified in writing. Any late payment shall be subject to a twelve percent (12 %) annual interest rate from its due date. Should Buyer be in default of payment under these terms and conditions, Seller shall have the right to suspend shipments of prototype, equipment or device to Buyer or suspend the performance of any Services, until all outstanding amounts are fully paid to Seller's satisfaction, including all interests, if any. In any action, proceeding, or claim brought by Seller against Buyer for non-payment, Seller is entitled to recover its attorney's fees' costs, and expenses.
9. **Shipping and Risk of Loss.** Upon completion of the Services, if applicable, the prototype, equipment or device shall be made available to Buyer Ex Works (EXW) Seller's facility in Montreal, Province of Quebec (ICC Incoterms 2010). For more clarity, Buyer is responsible for all packaging and shipping costs, insurance, and arrangements associated with the transport from Seller's facility to the destination of Buyer's choosing. Under no circumstance shall Seller be liable for late, delayed, lost, or damaged shipments. The prototype, equipment or device shall be considered delivered and, if applicable, the transfer of property effective upon receipt by Buyer of a written notification sent by Seller of the completion of an order and the availability of the equipment or device. Any damage or loss caused to the prototype, equipment or device after the delivery, for any reason whatsoever, shall be entirely borne by Buyer. Claims for shortages in shipment shall be deemed waived unless made in writing to Seller within ten (10) days from delivery.
10. **Taxes and Other Charges.** Buyer shall pay all taxes, fees or charges of any nature whatsoever imposed by any government authority on or measured by any transaction between Seller and Buyer, including without limitation any manufacturers' tax, retailer's occupation tax, use tax, sales tax, duty, custom inspection or testing fee.
11. **Limited Warranties.** Seller warrants its Services, including without limitation Seller's prototypes and manufactured equipment and devices, shall be free from defects in parts, labor, and workmanship for a period of one (1) year from the date of delivery. Seller's limited warranty is made exclusively to Buyer and is non-transferable. Seller further warrants that Seller's prototypes and manufactured equipment and devices shall conform to the design and parts specifications agreed to by Seller in writing. Seller's warranty on prototypes and manufactured equipment and devices does not extend to any parts, components, or products manufactured by others and incorporated by Seller into the prototype or manufactured equipment and device. These limited warranties do not cover damage from shipping, defective packaging, transport, electro static discharge, abuse, misuse, installation, power surges, improper maintenance, accident, negligence, wear and tear, alterations, tampering, or exposures to moisture, weather, radiation, or to any other harmful conditions. Seller's limited warranty covers only the Services performed by Seller as authorized and paid for by Buyer, and does not include software or firmware embedded in internal circuit boards, chips, or other electronic components of the device.

EXCEPT FOR THE EXPRESS WARRANTY STATED HEREIN, SELLER DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE SERVICES, AND NO OTHER WARRANTY OR CONDITION, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, STATUTORY OR OTHERWISE, SHALL BE IMPLIED, SUCH WARRANTY OR CONDITION BEING HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED TO THE FULL EXTENT PERMITTED BY LAW.
12. **Warranty Procedures.** Any warranty claims by Buyer must be submitted to Seller as soon as possible after the defect is discovered, by returning, at Buyer's sole cost and expense, the prototype, equipment or device to Seller for inspection along with written notice of the warranty claim that includes a description of the claimed defect. If determined by Seller that Seller's parts, labor, or workmanship were defective, Seller shall repair or correct the warranted work and return the prototype, equipment or device at Seller's expense. If determined by Seller that Seller's parts, labor, or workmanship were not defective, or the prototype, equipment or device has other defects or damage unrelated to Seller's warranted work, Seller shall contact Buyer to advise of potential options.

Seller's limited warranties are Buyer's sole remedy for any claimed defects or deficiencies in Seller's services, repairs, prototypes, manufacturing, or other work.

13. **Limitation of Liability.** Buyer assumes all risks and liabilities resulting from the use of any repaired equipment or device, or any manufactured prototype, equipment or device, whether used independently or in combination with other equipment, devices, persons, or substances. Seller shall not be liable for damages to any persons or property arising out of or relating to use, abuse, alterations, repairs, modifications, tampering, accidents, or any attempts to use equipment, devices, prototypes, or manufactured items that are in a damaged or defective state. UNDER NO CIRCUMSTANCE WILL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY SPECIAL, CONTINGENT, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER ARISING OUT OF BREACH OF WARRANTY, BREACH OF CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR OTHERWISE, INCLUDING WITHOUT LIMITATION LOSS OR PROFIT OR REVENUE. Seller's liability with respect to a claim for damages arising out of or related to the Services shall in no event exceed the price Buyer paid to Seller for the Services performed by Seller with respect to such prototype, equipment or device.
14. **Indemnification.** If Seller or any of Seller's subcontractors (including Breizelec SAS) is made a party to any action, arbitration, or proceeding involving Buyer, any persons deriving title from Buyer, or any other third party on the basis of breach of warranty, breach of contract, negligence, strict liability, or other claim arising out of or relating to Seller's Services, Buyer shall, to the fullest extent permitted by law, defend, indemnify and hold Seller and Seller's subcontractor harmless for all damages, costs, attorneys' fees, and expenses in connection with such action, arbitration, or proceeding, unless it is finally adjudicated that Seller and Seller's subcontractor was solely negligent or solely at fault. Seller and Seller's subcontractor shall also be named as additional insureds on Buyer's insurance, which shall afford primary coverage to Seller and Seller's subcontractor. Seller and Seller's subcontractor shall be entitled to representation by counsel of their own choosing at Buyer's expense.
15. **Confidential Information.** The information, designs, inventions, concepts, drawings, plans, specifications and any other information or document provided by Seller to Buyer have been developed at Seller's own expenses and are Seller's sole and exclusive Property (the "Confidential Information"). Buyer shall not disclose, use or reproduce any Confidential Information obtained from Seller without Seller's prior written consent. Buyer shall return all documents and material containing Seller's Confidential Information upon Seller's request.
16. **Intellectual Property Rights.** Unless otherwise agreed, Buyer does not acquire any intellectual property rights in designs, inventions, concepts, drawings, plans, specifications and any other information or document provided by Seller to Buyer, including without limitation any intellectual property rights related to prototype, equipment or device manufactured by Seller, which remain the Seller's exclusive property. Any use of these intellectual property rights is expressly forbidden except as authorized in writing by Seller.
17. **Service Exchange Process (Reman).** When ordering a Reman unit (service exchange part), the Buyer accepts to return to the seller a failed unit presenting the same technical functionalities named as Core unit. In case the Reman Core unit is not returned within 30 days by the Buyer to the Seller, the Buyer accepts to be charged at 200% of the value of the core unit by the Seller.
18. **Force Majeure.** Seller shall not be liable for failure to perform the Services if performance is made impracticable due to any occurrence beyond its control, including without limitation acts of God, terrorism, fires, floods, wars, sabotage, accidents, labor disputes, shortages, governmental laws, ordinances, rules and regulations, priorities, requisitions, allocations, price adjustments, inability to obtain raw material or parts, and any other event beyond Seller's control. In the event Seller is unable to perform or complete the Services for any of the above reasons, Seller shall contact Buyer to advise and discuss alternative options, if any.

Entire Agreement. Seller's Documents, Buyer's Documents, and these terms and conditions (collectively, the "Sale Documents") constitute the entire agreement between Buyer and Seller with respect to the Services.

The Sale Documents supersede all other oral and written communications, representations, and understandings agreed upon between Seller and Buyer prior to said Sale Documents.

Governing Law and Jurisdiction. The Sale Documents and Services are governed by the laws applicable in the Province of Quebec, without reference to the laws of any other jurisdiction, including choice of law. Any action or proceeding arising out of or relating to the Services or Sale Documents must be commenced in the judicial district of Montreal, Province of Quebec.