

Terms & Conditions

Lubrigard Ltd. ("Lubrigard") will sell to the customer ("Customer") and Customer will purchase from Lubrigard the Products described in any written and signed purchase agreement between them ("Purchase Agreement") or contained in any order transmitted by customer (whether by telephone, written purchase order or electronically) and accepted by Lubrigard, subject to the following terms and conditions and those terms and conditions contained in any Purchase Agreement

Payment Terms: Customer shall pay Lubrigard in full within 30 days from date of invoice, F.O.B. shipping point. Customer shall pay the current list price for each Product unless otherwise agreed in a Purchase Agreement, subject to additions necessary to cover federal, provincial or other taxes or duties upon the Products or services herein described, all of which shall be paid by Customer. Prices are subject to increase with 30 days written notice. Once accepted, orders are not subject to cancellation without prior consent. A cancellation fee may apply.

Shipping: All items ship FOB from the Canadian manufacturing location. The instrument ships on a wooden pallet via truck or air freight (48x32x28 inches and 175 lb).

Delivery : All shipping dates are approximate. Lubrigard shall not be liable for loss or damage due to delay or failure to make delivery when such delay or failure is caused by fire, flood, lockouts, strikes, labour disputes, civil or military authority, war, hostilities, governmental control, restrictions, prohibitions, unusual delays in transportation, failure of Lubrigard and suppliers to meet their contractual obligations, shortage of goods or any matters beyond Lubrigard's control. Lubrigard reserves the right to substitute alternate Products with comparable specifications for those ordered. Customers shall have the right to return any substituted Products at no charge by following the returned goods policy as stated herein. The customer is responsible for providing adequate receiving facilities for large equipment and is responsible for unloading. Special unloading arrangements can be made provided Lubrigard is notified at the time of placing order.

Installation: Installation is included in the purchase price of the instrument within North America, and includes 3 days on-site for installation, and training. For overseas purchases a travel fee of \$2,500 will be charged. Customer shall make available a suitable place of installation with all facilities in accordance with Lubrigard's installation specifications and procedures as provided in this quotation. Customer shall furnish all labour required to place the Products in the desired location. Lubrigard shall install the Products (requiring same) in accordance with its customary procedures as provided in the quotation.

Returned Goods Policy : In the case of damage or loss in transit, Customer must inspect the shipment and contact Lubrigard and the carrier within 48 hours of receipt. All containers and packing materials must be retained for inspection. Lubrigard shall not be obligated to accept any other returns, except upon its consent and payment of restocking charge by customer. Returns for special ordered items are subject to the return policy of the manufacturer. Returned goods are subject to 20% restocking charge and are to be returned freight paid unless specified differently by Lubrigard.

Software: The "sale" of Software included with instrumentation shall not constitute a sale or transfer of any proprietary rights in or to the Software but rather shall only constitute the right and license to use the Software in accordance with applicable specifications, instructions, and license terms and conditions of the licensor. The software license includes usage of the software on the purchased instrument only.

Software (Source Code): The "sale" of the Software will include a copy of the source code. The provision of source code is provided solely such that the customer may make slight modifications to original software as required for use with the customer's laboratory systems. Under no circumstances may the source code be distributed nor any work product derived from said source code be distributed, to anyone else under any circumstances whatsoever. Access to the software source code shall not constitute a sale or transfer of any proprietary rights in or to the Software but rather shall only constitute the right and license to use the Software in accordance with applicable specifications, instructions, and license terms and conditions of the licensor. The software license includes usage of the software on the purchased instrument only. Lubrigard is under no obligations to neither provide any subsequent software updates nor warrant the operation of the software on said instrument. Any violation of the software and/or software source code terms will result in legal prosecution, and severe penalties.

Warranty: Warranty is 12 months from date of Lubrigard shipment. Warrantee is a parts replacement or return and repair warrantee, no field labor is included. Lubrigard warrantee is to buyer. Lubrigard expressly disclaims all other warranties, express or implied, including the implied warranty of merchantability and fitness for use. Customer accepts that there is no warranty, representation or condition of any kind expressed or implied (including no warranty of merchantability and fitness) except that the product shall be of the quality specified herein.

Documentation: Documentation will be supplied to the customer. Documentation is available in English.

Assignment This agreement may not be assigned or otherwise transferred by Customer without the express, written consent of Lubrigard.

Controlling Terms and Conditions : In the event of conflict in any of the terms and conditions, those contained in the Purchase Agreement shall govern. It is expressly understood and agreed that any terms and conditions in any purchase order issued to Lubrigard shall be without force and effect.

Miscellaneous : This agreement constitutes the complete agreement of the parties. No representation, understandings or agreements have been made or relied upon in the making of this agreement other than those specifically set forth herein. This agreement can only be modified in writing signed by both parties or their duly authorized agents. Any waiver by Lubrigard shall not be deemed to excuse or waive subsequent non-performance.

Confidential: Lubrigard and Customer agree that during the term of this agreement and any renewal term, certain confidential information not generally available to the public (the 'Confidential Information') may be provided by one party (the "Disclosing Party") to the other party or its respective employees, agents, principals or representatives (collectively, the 'Recipient') regarding the Disclosing Party and its related businesses. The Recipient hereby agrees to maintain in confidence and not use the Confidential Information in competition with the Disclosing Party or to disclose the Confidential Information to any third party other than as agreed to in writing by the Disclosing Party. These restrictions will not apply to the disclosure of Confidential Information by the Recipient which is required by law, was already known to the Recipient through lawful means prior to disclosure; was in the public domain at the time it was disclosed or becomes publicly available to the Recipient after disclosure through lawful means; was independently developed by the Recipient; or, was disclosed to the Recipient by a third party who had the right to make disclosure. The Recipient agrees that the obligation to keep the Confidential Information confidential will continue after the termination of this agreement.

Upon termination of this agreement, the Recipient will return all Confidential information, including any copies of Confidential Information, to the Disclosing Party. The Recipient shall destroy all copies of the Confidential Information, including any notes or other documents that contain or refer to the Confidential Information,