

General Sales Terms and Warranty

The following are the general terms and conditions of equipment manufactured by Canto USA, LLC ("CantoUSA" hereinafter). The sale of all equipment is subject to the following terms and conditions:

Pricing and Sales Policy

The prices listed on all quotes, sales orders and invoices are in effect on the date noted on the Price List and are noted as NET prices. All prices are FOB Shipping Point and are SUBJECT TO CHANGE WITHOUT NOTICE. Open Account terms of sale are net 30 days on approval of credit by CantoUSA. Accounts past due shall be liable for service charges of 2.25% per month (27% annual rate) of the past due balance and will be subject to a late fee of 10% of the outstanding balance. Credit card orders are subject to a 4% handling charge. Large and "Special Projects" require a 30% non-refundable deposit with balance due 30 days after shipping. Should special terms be requested, the only options are net 30 days or 30% deposit on every order prior to shipping with remaining balance due within 45 – 60 days. No other terms will be considered or allowed. Any special terms must be agreed to in writing with applicable signatures. Should a customer pay outside our terms, they are subject to credit hold and will be required to provide payment in full prior to shipping on all future orders.

Return Authorization

CantoUSA assumes no responsibility for goods returned to the factory without prior authorization. A Returned Material Authorization (RMA) Number will be issued by the CantoUSA Customer Service Department upon request. This RMA Number must be prominently displayed on the packaging of the return shipment.

Orders and Deliveries

CantoUSA will make every reasonable effort to meet the desired shipping schedules of our customers, but cannot be held responsible for delays beyond our control, such as, but not limited to: delays in shipping from our suppliers; flood, fire, or other acts of God; transportation delays of materials and components to us, or of final products to the customer. In general, we request a minimum of four to six weeks lead time from receipt of a confirming purchase order to the desired shipping date of equipment orders unless items are in stock. We will, of course, take every possible step to meet emergency or short-notice equipment requirements whenever possible.

Security Interest and Repossession

As a prerequisite to the delivery of any equipment and/or items purchased from CantoUSA, Customer/Purchaser agrees to execute a security agreement as well as any related documentation, including financing statements, in form(s) determined by CantoUSA in its sole discretion, that are necessary to establish a security interest in equipment and items manufactured by and/or purchased from CantoUSA. Customer/Purchaser agrees that a failure by it to make payment in full to CantoUSA for equipment and/or items purchased from CantoUSA according to the terms of any contract with it and/or these General Sales Terms authorizes CantoUSA to repossess equipment and items purchased from it in the manner provided by applicable law.

Warranty

We warrant all products supplied by CantoUSA for a period of thirty-six (36) months from date of shipping against defects in materials or workmanship. If the manufacturer determines that the product is defective, manufacturer will elect, at its sole discretion, to repair the product, replace the product, or refund you the purchase price of the product. This limited warranty does not apply to loss or damage to the product caused by: negligence, misuse, mishandling, improper installation, storage or maintenance; damage due to fire, floods, acts of God, vandalism; civil disturbances; power surges, lightning strikes, improper power supply, electrical current fluctuations; corrosive environmental installations; induced vibration; harmonic oscillation or resonance associated with movement of air currents around the product; alteration; accident; failure to follow installation, operating, maintenance or environmental instructions prescribed by the seller. This limited warranty excludes field labor and service charges related to repair or replacement of the product. THIS LIMITED WARRANTY IS VOID IF THE PRODUCT, AS DETERMINED BY THE MANUFACTURER IN ITS SOLE DISCRETION, IS NOT USED FOR THE PURPOSE FOR WHICH IT IS DESIGNED.

The manufacturer reserves the right to utilize new, reconditioned, refurbished, repaired or remanufactured products or parts in the warranty repair or replacement process. Such products and parts will be comparable in function and performance to an original product or part, as determined by the manufacturer in its sole discretion, and warranted for the remainder of the original warranty period. In order to make a warranty claim, you may contact your local authorized service center or notify the manufacturer directly in writing after your discovery of the defect, provide proof of purchase, and comply with Seller's other warranty requirements. Please visit the website for a list of the most current service centers and/or the Manufacturer's warranty claims address.

THE FOREGOING WARRANTY PROVISIONS ARE EXCLUSIVE AND ARE GIVEN AND ACCEPTED IN LIEU OF ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY AGAINST INFRINGEMENT AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

CUSTOMER/PURCHASER AGREES AND WARRANTS THAT IN NO EVENT SHALL CANTOUSA BE LIABLE FOR INCIDENTAL, COMPENSATORY, CONSEQUENTIAL, INDIRECT, SPECIAL, OR OTHER DAMAGES. MANUFACTURER'S AGGREGATE LIABILITY WITH RESPECT TO A DEFECTIVE PRODUCT SHALL IN ANY EVENT BE LIMITED TO ONLY THE MONIES PAID TO THE MANUFACTURER FOR PURCHASE OF THE ALLEGEDLY DEFECTIVE PRODUCT.

This warranty is effective for purchases of product on or after the effective date set forth below. CantoUSA reserves the right to modify this warranty from time to time. Any modification of this warranty shall be effective for all orders placed with the manufacturer on or after the effective date on such revised warranty.

The undersigned agrees and warrants that he/she is authorized by the Customer/Purchaser to execute this General Sales Terms and Warranty and to bind Customer/Purchaser to its terms.

EFFECTIVE DATE: 1 January 2018.