

## **Kärcher Canada Inc. – Terms and Conditions of Sale**

1. **Contract:** Orders are subject to acceptance by Kärcher Canada Inc. hereinafter referred to as Kärcher or the Seller, at its Mississauga, Ontario office subject to the following Terms and Conditions. No Terms or Conditions of Purchaser's order contrary to the Seller's Terms and Conditions shall be binding upon the Seller unless specifically agreed to by the Seller in writing. Availability of any equipment described as being "In stock" is subject to prior sale.
2. **Prices:** Prices are subject to change without notice and, unless otherwise stipulated by Seller, are understood to be FOB origin with delivery to carrier constituting delivery to Purchaser.
3. **Title:** The equipment or any part thereof shall be and remain personal property, notwithstanding its mode of attachment to realty or other property. If default is made in any of the payments herein, or, a proceeding in bankruptcy, receivership or insolvency, be instituted against the Purchaser or its property, or the Seller deems the property in danger of misuse or confiscation, the Seller may retain any partial payments which have been made, as liquidated damages and the Seller shall be entitled to the immediate possession of the equipment and shall be free to enter the premises where the equipment may be located and remove it as the Seller's property, without prejudice to the Seller's right to recover any further expenses or damages the Seller may suffer by reason of such non-payment, bankruptcy, receivership or insolvency. The Purchaser grants a security interest to the Seller in the equipment, including any and all proceeds there from and any related or ancillary parts or attachments. The Seller may file a financing statement, fixture filing or similar registration with respect to the equipment at any time, including without limitation a purchase money security interest. To the extent permitted by law, the Purchaser waives requirement of being provided with a copy of any financing or verification statement or renewal thereof.
4. **Taxes:** All prices are exclusive of taxes.
5. **Delivery:** Delivery or shipment time specified is Seller's best estimate and Kärcher shall not be liable for delay in deliveries resulting from any cause whatsoever. Failure to ship on or near the estimated date shall not entitle Purchaser to cancel his order without charge. If Purchaser does not provide Kärcher with shipping instructions within five days after notice that equipment is being held at its disposal, Kärcher shall choose a carrier and ship the equipment at Purchaser's expense.
6. **Loss or Damage:** The Purchaser assumes and shall bear the entire risk of loss of or damage to the equipment from any cause whatsoever from the time of delivery FOB origin and no such loss or damage to the equipment or any part thereof shall relieve the Purchaser from its obligations hereunder regardless of which party is paying the transportation costs. Any transportation costs incurred in the delivery of the equipment shall be at the sole expense of the Purchaser, unless the Seller agrees, prior to shipping that it will pay for such charges.
7. **Delay in Shipment:** Seller shall not be liable for any loss or damage due to delays in delivery whether due to strikes, floods, fire or other acts of force majeure or otherwise, and the receipt of the equipment by the Purchaser shall constitute a waiver of any and all claims for loss or damage due to delay.
8. **Return Policy:** Goods may only be returned with prior written agreement of Kärcher (MRA – Material Return Authorization) and will be subject to a restocking charge, and an administration charge for exchanged goods. Refer to Kärcher's price list for details.
9. **Cancellation:** Cancellation of orders may be made only with the Seller's written consent and Purchaser shall be subject to cancellation charges.
10. **Warranty:** Kärcher products sold as new are warranted to the original end-user by Kärcher to be free of defects in workmanship and materials used under normal use, proper operation and the use of proper electrical supply voltage and grounded outlet for a period commencing with the date of delivery of a new

product to the end-user. Refer to Kärcher's price list for detailed warranty information, including the duration of warranty coverage for new products.

11. Limitations and Exclusions:

11.1. Kärcher's obligations under this warranty shall be strictly limited, at Kärcher's option, to the repair or replacement by Kärcher or an authorized Kärcher Service Provider without charge, of any part of which in the opinion of the manufacturer show defects in material or workmanship in the warranty period. This warranty shall not apply to any defect which is due to misuse, neglect, accident, abuse, improper handling, frost damage, negligence, alteration, worn parts or dirty or insufficient water or fuel supply, or non-compliance with operator's instruction manual. Purchaser shall give Kärcher immediate written notice upon discovery of any defect.

11.2. In the event any devices or accessories other than those distributed or officially recommended by Kärcher are attached to or connected with the equipment in such a manner that the original factory construction is altered, any damage resulting therefrom to the Equipment shall not be covered by the Warranty.

11.3. Any warranty that may be implied, whether statutory or otherwise, in connection with your purchase or use of the Kärcher products including any warranty or merchantability or any warranty for fitness for a particular purpose, is limited to the duration of this warranty. Your relief for breach of this warranty is limited to the relief expressly provided herein. In no event shall Kärcher Canada Inc. be liable for any consequential or incidental damage that you may incur in connection with your purchase or use of Kärcher products.

11.4. Kärcher shall not be liable for any injury to persons or damage to property occurring in the course of or as a result of the presence of its agents or employees on Purchaser's premises.

12. Specifications: The equipment delivered hereunder may vary in details of design, construction, arrangements or accessories from the description in any descriptive literature or display or other equipment of the same model which Purchaser has inspected. Kärcher reserves the right to make such changes in such details as, in its discretion, constitute improvements. Kärcher is not obligated to supply detailed schematics or shop-working drawings.

13. Assignment: Any assignment of the rights accruing hereunder shall be void without the prior written consent of the Seller.

14. General: The rights and duties of Kärcher and Purchaser, with respect to the sale, delivery, installation and training of the Equipment shall be governed by these terms and conditions, and the laws of the Province of Ontario. Acceptance of this order by Kärcher is contingent upon (1) Purchaser's credits being satisfactory to Kärcher; (2) the absence of any mathematical error with regard to dollar amounts stated herein and in any related document; (3) Kärcher's being entitled to make reasonable modifications to the equipment being sold under this Agreement.

This agreement constitutes the entire agreement between the purchaser and Kärcher and no representation or statement not contained herein shall be binding upon Kärcher unless specifically agreed to, in writing, by Kärcher. Any waiver of the terms and conditions of this Agreement must be approved in writing by Kärcher. Any waiver approved by Kärcher is limited in term to apply to one order only, unless the written approval specifies a longer period of time.

If any provision of this agreement is in conflict with an applicable statute or rule of law, then such provision shall be deemed to be null and void to the extent that it may conflict therewith, but without invalidating the remaining provisions hereof.