

# Made In Canada Automation

## 10.0 Terms and Conditions

FEB 19, 2009

### General Terms and Conditions

1. Warranty:

A –Made In Canada Automation standard warranty: One year on all parts and labor on all equipment and workmanship on components fabricated and commissioned by Made in Canada Automation.

B- Original manufacturer's warranty applies to all purchased items installed on equipment supplied by Made in Canada Automation.

C – Where applied, any conveyor belts, drive loops, cover guide rails, gripper jaws, tooling inserts, items specified on the spare parts list, are considered consumables. Replacement of these items will be the responsibility of the customer.

D – Warranty period is defined as One (1) year from the date of acceptance by the customer. Date of acceptance is defined as “the system is producing saleable goods which are being shipped to the end user”, or the customer has signed the required acceptance forms accepting the complete system.

E – Warranty service will be provided two hundred forty (240) days per year, from 7:00 am till 5:00 pm, five (5) days per week (which is defined as Monday to Friday).

G- Response time for warranty work will be four (4) hours, or the availability of the service personal. Availability of service personal is dependent upon the work load at the time of the service call.

F – Minimum service call will be four (4) hours plus travel and expenses. Standard service rate of \$125.00 per hour applies to all service requirements.

G- Warranty will become void on any component (mechanical and electrical) or system that is changed by other parties or by the customer without prior consent by Made in Canada Automation. All components affected by the change will no longer be covered under the warranty supplied by Made in Canada Automation

H - Warranty will not cover any damaged component caused by operator error or the misuse of the system. All replacement components will be the responsibility of the customer. Service charges by Made In Canada Automation will be time and material plus travel and expenses.

I – Warranty will become null and void should the complete system be moved from the original installation prior to the ending of the one (1) year warranty.

J – Warranty claims will be evaluated by the Made In Canada Automation service to be determined if the required service is warranty or customer responsibility.

2. This quotation is valid for thirty days.
3. This quotation and proposal is based on the information supplied by the customer. Prior to the issuance of a formal Purchase Order, the customer is required to forward to Made In Canada Automation an updated and detailed RFQ, outlining terms, conditions and acceptance criteria for this project.
4. The price includes run-off and integration at the customer also the delivery of Made In Canada Automation supplied items.
5. Delivery is subject to plant backlog at time order. We recognize the customer's need to complete this project in an expedient manner, and we will do absolutely all in our ability to meet this date. However, all efforts are subject to the delivery of the purchased items, and the issuance of the PO with down payment.



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6. The project timeline commences upon receipt of PO and down payment.
7. During installation at the customer, Made In Canada Automation must have complete and uninhibited access to the cell site and related equipment.
8. On the agreed installation date, all power/air drops must be installed; ready for integration.
9. Should the installation at the customer be performed in accordance with the original program timeline, but prior to run-off, the cell is used to produce saleable product in a production mode without completing a run-off approval and sign-off, then the cell shall be deemed to have passed the approval process. This entitles Made In Canada Automation to all outstanding payments for the complete project.
10. Made In Canada Automation is only responsible for the performance of the systems which are supplied by Made in Canada Automation, or that equipment which Made In Canada Automation has, via written contract, accepted responsibility for. Once these systems are shown to function fully and meet performance requirements as related to these systems only, then payment terms are to be fully met by the customer. Made In Canada Automation will not have payments withheld or delayed due to performance problems in other equipment or services, supplied by the customer, or others, which affect the overall performance of the cell/system in its entirety.
11. Should reasonable circumstances dictate, a mutually acceptable action plan to correct deficiencies shall be formulated by Made In Canada Automation based on possible exceptions noted by the customer. The customer must provide access periods to complete this work so that Made In Canada Automation may complete these exceptions in a timely fashion, which will not cause a financial burden on Made in Canada Automation.
12. This proposal does not include the transportation and shipping costs of any relevant equipment from the customer's facility to Made in Canada Automation.
13. The customer is responsible for providing and installing electrical service and applicable support systems (compressed air etc) on their floor.
14. Made In Canada Automation will provide a detailed, accurate L/O, showing locations of power, air and communication drops.
15. This quote, and the design performance of this entire system, is based on the information and condition of the sample parts supplied to us by the customer. It is understood that these samples are true representatives of the geometry, machining, condition and contamination expected of actual production components. If the condition or geometry of the component changes, or the system requirements is changed, we reserve the right to modify this quotation and, if necessary, will re-quote, or recover additional costs for the system. Also, this is a preliminary proposal based on the initial information supplied, and is subject to finalization upon receipt and review of complete information package from the customer.
16. The definition of any applicable quality standard must be established in measurable and quantifiable terms by the customer. In the case of a probe/vision/measuring system, the acceptance or rejection of an indentation, or surface defect, must be established via the measurable depth or height of the defect. The same standard applies to color quality standards. These items must be established in writing, or by a method acceptable to both parties, prior to Made In Canada Automation acceptance of the PO.
17. Any equipment purchased by the customer will be consigned to the vendor developing the process, but the performance of the equipment remains the responsibility of the customer.
18. It would be the customer's responsibility to supply enough components on time, for the development of the cell(s) and support system(s), and to perform the run-off(s) at both the integrator and at the customer's facility. The run-off(s) would be based on a four-hour time frame unless mutually otherwise agreed to by both the customer and the vendor.
19. This proposal does not include P.Eng certification. If requested by the customer, when the cell design and installation is sufficiently completed by Made in Canada Automation, Made In Canada Automation will obtain a quotation from a P.Eng for certifying the cell safety compliance. At that time the customer will be quoted this cost. All the relevant documentation for certification will be completed and ready for certification. Any additional requirements, not listed, or included, in this proposal, will be quoted at that time also. The cell would receive final sign-off after installation at the customer's location.
20. Neither Made in Canada Automation, nor their associates, are responsible for material handling problems due to irregularities in the parts



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21. Neither Made in Canada Automation, nor their associates, are liable for lost production, or downtime at the customer's facility.
22. This proposal does not contain any financial cushion for changes, extras or customer requested contingencies. Where possible we may accommodate these items, but the agreed upon items may require the issuance of a quotation to recover costs.
23. All ideas mentioned herein are the property of Made in Canada Automation. Acceptance of this package by the holder constitutes an agreement:
  - a) That the package is not to be transmitted or exhibited to others who are not authorized full time employees of the customer.
  - b) That this package and any copies thereof shall be returned to Made In Canada Automation upon request.
  - c) This information is confidential and is not to be disclosed to others without first obtaining written permission from Made in Canada Automation.
24. Termination by buyer: Buyer will have to notify Made In Canada Automation at least thirty (30) days in advance of termination of the contract. Buyer will be obligated to pay all cost incurred by Made In Canada Automation up to the date of cancellation of the contract. All outstanding funds will be paid to Made In Canada Automation on the date of termination of the contract. Made In Canada Automation will submit invoicing stating all cost incurred to the date of termination of the contract.
25. Customer will notify Made In Canada Automation in writing of any delays that will cause reorganization of resources and manpower. Failure to notify Made In Canada Automation of any delay will result in the additional invoicing of all cost incurred by the delay.
26. Made In Canada Automation must receive the signed hard copy purchase order and the stated down payment prior to the commencement of engineering, fabricating, and commissioning of the proposed project.
27. Unless stated otherwise by the customer, via written exceptions, these terms and conditions shall be considered accepted by the customer upon receipt a P.O. and down payment to Made in Canada Automation

If you have any questions or need additional information, please do not hesitate to contact us at (226) 228 2239

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