

Terms of Purchase

Limited Warranty

The warranty and return policy for all products sold hereunder (the "Products") is determined by the original equipment manufacturer and/or supplier. All products sold by NC Equipment Ltd. ("NC Equipment Ltd. ") are warranted only to the extent of the manufacturer's/supplier's warranty, and only to purchasers ("Buyers") for resale or for use in their business in Canada.

Products are warranted against defects in workmanship or materials only in accordance with the individual manufacturer's warranty policy. Manufacturers of certain Products, such as fasteners, do not provide a warranty period.

Any part which is determined by NC Equipment Ltd. to be defective in material or workmanship and returned to an NC Equipment Ltd. branch or authorized service location as NC Equipment Ltd. designates, shipping costs prepaid, will be repaired or replaced, at NC Equipment Ltd. 's sole option, as the Buyer's exclusive remedy.

Warranty Disclaimer

NC Equipment Ltd. has made a diligent effort to illustrate and describe the Products in its catalogues accurately; however, such illustrations and descriptions are for the sole purpose of identification, and do not express or imply a warranty or condition that the Products are merchantable, or fit for a particular purpose or that the Products will necessarily conform to the illustrations or descriptions. The Products are sold to Buyers on an "as is, where is" basis, and no warranty or condition or affirmation of fact, express or implied, other than as set forth in the limited warranty above is made or authorized by NC Equipment Ltd. . Any and all representations and warranties, express or implied, legal, statutory, conventional or otherwise with respect to the Products (including, implied warranties as to merchantability or fitness for a particular purpose), whether pursuant to the Sale of Goods Act of any province or otherwise, are hereby expressly excluded and disclaimed.

Limitation of Liability

Any liability for indirect, special, exemplary, punitive, consequential or incidental damages is expressly disclaimed by NC Equipment Ltd. . NC Equipment Ltd.'s liability in all events for all damages, losses and causes of action (whether in contract, tort or otherwise) shall be limited in the aggregate to, and shall not exceed, the purchase price paid by the Buyer for the Product in question.

Prompt Disposition

NC Equipment Ltd. will make a good faith effort for prompt correction or other adjustment with respect to any Product which proves to be defective within the warranty period. Before returning any Product, write or call the NC Equipment Ltd. location from which the Product was purchased, giving date and number of original invoice and describing the defect. The NC Equipment Ltd. branch will give instruction as to the method of returning the Product.

Product Suitability

Many provinces and locations have laws, codes and regulations governing sales, construction, installation and/or use of products for certain purposes, which may vary from those in neighboring areas. While NC Equipment Ltd. attempts to ensure that its Products comply with such codes, it cannot guarantee compliance, and cannot be responsible for how Products are installed or used. Before purchase and use of a Product, please review the Product, and applicable national, provincial and local laws, codes and regulations, and be sure that the Product, as well as its installation and use, complies with them.

Hazardous Materials Information

For the information of Buyers, NC Equipment Ltd. has obtained Material Safety Data Sheets ("MSDS") for all "controlled products" within the meaning of the Hazardous Products Act (Canada) and the Controlled Products Regulations made under that Act, in respect of Products offered for sale by NC Equipment Ltd. . The MSDS in question conform with the requirements of provincial occupational health and safety legislation which regulates "hazardous material" and the applicable Workplace Hazardous Materials Information Systems Regulations made thereunder. Such MSDS are available at your local NC Equipment Ltd. branch and will be provided to the Buyer of any such Product at the time of sale. The information and recommendations contained in the applicable MSDS supplied/prepared by the manufacturer are considered to be accurate and reliable. However, NC Equipment Ltd. makes no warranty with respect to the accuracy or reliability of the information or the suitability of the recommendations. NC Equipment Ltd. disclaims any and all liability to any user thereof.

Cross-Reference Information

Product cross-reference comparisons do not imply that all products compared are available, or in the case of functional equivalency, that past performance and other characteristics are comparable. For critical applications, review specifications prior to purchase.

Manufacturers' Warranties and Sales Literature

Most of the Products listed in NC Equipment Ltd.'s catalogues are warranted to the end users by their manufacturer. As applicable, such warranties may supersede or exclude other stated warranties. Copies of such warranties are supplied with the Product or are available from the manufacturer. As a service, NC Equipment Ltd. will obtain copies of warranties from the warrantor and will furnish them free of charge to customers who request them. Address requests to: 506 19th Avenue, Nisku, Alberta, T9E 7W1. Requests must include the NC Equipment Ltd. order number and the manufacturer and model number of each Product for which a copy of the warranty is requested. NC Equipment Ltd. may also furnish sales brochures and other literature of the manufacturer. NC Equipment Ltd. assumes no responsibility for such warranties or sales literature by performing this service.

Sales and Freight Terms

Sales Policy

Terms. By placing an order, Buyers accept and agree to NC Equipment Ltd. terms and conditions, including the limited warranty, which are subject to change from time to time without prior notice. The current terms and conditions, including the limited warranty, can be obtained at www.ncrent.com.

Wholesale Only

NC Equipment Ltd. offers its Products for sale to Buyers for use or consumption for business purpose in Canada, and only in accordance with manufacturers' specifications, requirements, recommendations and warranties. By placing an order, Buyer is representing that it is purchasing for business and not consumer purposes. Business identification may be required from Buyers. Possession of a catalogue does not constitute the right to purchase from NC Equipment Ltd. .

Prices are listed in Canadian currency and are subject to change without notice. Quotations on large quantities are available on request. Contact your NC Equipment Ltd. branch or sales representative for further information.

Sales Tax

NC Equipment Ltd. is required to charge goods and services tax and applicable provincial sales tax on items for which a sales tax exemption certification has not been provided. When ordering, please provide any valid exemption certificate.

Payment Terms

For Buyers with established credit, terms are net thirty (30) days from date of shipment. If credit is not established, please include payment with order or purchase through Visa, MasterCard. All payments must be in Canadian dollars. NC Equipment Ltd. shall have the right to set-off and deduct for any sums owed. If Buyer fails to make payment within thirty (30) days, NC Equipment Ltd. may defer shipments until such payment is made, or may, at its option, cancel all or any part of unshipped order. Interest will be charged on overdue accounts at 2% per month (26.82% compound per annum).

Credit Balance

Buyer agrees that any credit balance issued will be applied within one (1) year of its issuance. If not applied or requested within one (1) year, any balance remaining will be subject to cancellation, and NC Equipment Ltd. shall have no further liability.

Product Availability and Special Orders

Products are subject to availability at time of order. Some special-order items as indicated in the catalogue must meet manufacturer's minimum order quantity requirements at time of order and may require additional shipping time.

Order for Export by Buyer

AGI's policy is to offer Products only for delivery, use and resale within Canada. Buyer shall immediately notify AGI in writing if any order for Product is intended for export from Canada. AGI has discretion as to whether to accept or reject such orders. In any event, Buyer acknowledges that AGI is prevented under contract from selling Products for delivery in the United States, Mexico, the Caribbean, Panama, the Persian Gulf region, the People's Republic of China, the United Arab Emirates, Saudi Arabia, India or Japan. Buyer represents that it shall not export Products purchased from AGI to such countries.

Where Products purchased from AGI are to be exported, Buyer assumes sole responsibility for arranging the export of the Products from Canada and their importation into other countries and shall at all times comply with all applicable laws in relation thereto, including but not limited to export control laws, rules and regulations of Canada AGI will not be the exporter under any circumstances. Buyer shall not export Product purchased from AGI without first obtaining all necessary written consents, permits and authorizations and completing such formalities as may be required by any such laws, rules and regulations. Buyer further represents and warrants that it will not export or divert Products to any country or to any person to which or to whom export from Canada is prohibited under applicable laws, rules and regulations.

Force Majeure

NC Equipment Ltd. shall not be liable for any damage, cost or loss of profit of Buyer or any delay or failure in delivery or for any failure to perform caused by a force beyond its control, including, but not limited to, an act of God, action or failure to act of any government or governmental board, commission, department, bureau or authority, confiscation, war, blockade, insurrection, invasion, quarantine restrictions, riot, sabotage, acts of the public enemy, flood, fire, explosion, epidemic, landslide, lightning, earthquake, storm, accident, strike, lockout, work slowdown, work stoppage, differences with workers, embargo, power failure or shortage and any delay or failure of supplies, equipment, labour or transportation.

Freight Policy

Freight is F.O.B. shipping point. NC Equipment Ltd. reserves the right to charge freight and handling fees, including, without limitation, fees for small orders, rural and/or rush deliveries or special handling.

Title and Risk of Loss

Title and Risk of Loss in the Products pass to Buyer at the time of shipment from NC Equipment Ltd.. If Product is damaged in transit, Buyer must file a claim with the carrier. If Products are undeliverable for 2 days, carrier will return them to NC Equipment Ltd. and additional charges may apply.

Return Policy

Any cancellation or return must be approved by NC Equipment Ltd. (at its discretion), be accompanied by proof of purchase, and may be subject to restocking or other charges. Any returns due to shipping errors, damage or loss must be reported to NC Equipment Ltd. immediately. For returns not related to damage or loss during shipping, product must be returned within **30 days of**

shipment and be in original package and re-saleable condition. Returns can be made to NC Equipment Ltd., however, NC Equipment Ltd. will only accept returns on products purchased through NC Equipment Ltd. . Some exceptions may apply. [Product return instructions](#)

Assignment

Buyer shall not assign any order or any interest therein without the written consent of NC Equipment Ltd. and any such actual or attempted assignment shall entitle NC Equipment Ltd. to cancel such order upon notice to Buyer.

Modification of Terms

No addition to or modification of terms and conditions shall be binding on NC Equipment Ltd. unless agreed to by NC Equipment Ltd. in writing, and NC Equipment Ltd.'s acceptance of any order shall not be construed as assent to any additional terms and conditions.