11. Cancellation. Customer may cancel undelivered parts of any order only with the written approval of Seller. If the Seller for any reason in its sole discretion feels insecure about the Customer's willingness or ability to perform, Seller shall have the unconditional right to cancel this sale. In the event of any cancellation by either party, Customer shall pay to Seller the reasonable costs and expenses (including engineering expenses and all commitments to Seller's suppliers and subcontractors) that Seller has incurred prior to such cancellation, plus the Seller's usual profit for such work.

12. Seller's Compliance with Regulatory Laws. Seller makes no promise or representation that the Equipment will conform to any national, provincial, federal, state or local laws, ordinances, regulations, codes, or standards.

13. Disclaimer of Warranties; Customer's Exclusive Remedy. THE WARRANTIES HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE. SELLER MAKES NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER SHALL HAVE NO LIABILITY TO CUSTOMER FOR DIRECT, CONSEQUENTIAL, OR INDIRECT DAMAGES OF ANY KIND WHATSOEVER INCLUDING WITHOUT LIMITATION DAMAGES FOR PERSONAL INJURY, PROPERTY DAMAGES, LOST PROFITS, OR OTHER ECONOMIC INJURY DUE TO ANY DEFECT IN THE EQUIPMENT, ANY USE OR INABILITY TO USE THE EQUIPMENT, OR ANY TRANSACTIONS WHICH SELLER MAY ENGAGE IN DIRECTLY OR INDIRECTLY OR THROUGH A THIRD PARTY. SELLER SHALL HAVE NO LIABILITY TO CUSTOMER IN TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE) FOR ANY PROPERTY DAMAGE, LIABILITY CONCERNING THE EQUIPMENT, OR FOR THE OMISSION OF ANY WARNING THEREOF. THE FOLLOWING REMEDY SHALL CONSTITUTE THE SOLE AND EXCLUSIVE REMEDIES OF CUSTOMER UNDER THIS CONTRACT AND IS EXPRESSLY MADE IN SUBSTITUTION OF ANY AND ALL OTHER REMEDIES.

The Seller warrants that the Equipment will be free of defects in workmanship and material (if properly installed, operated and maintained) for a period of 12 MONTHS from date of shipment to Customer, subject to the limitations hereunder set forth. If within the warranty period, the Seller receives from Customer written notice of any alleged defects in the Equipment and if the Equipment is not found to be in conformity with this warranty (the Customer having provided the Seller a reasonable opportunity to perform any appropriate tests thereon) Seller will, at its option, either repair the Equipment or supply a replacement therefor. The Seller under either option shall have the right to require Customer to deliver the defective Equipment to the Seller at Customer's expense and the Seller shall be entitled to all reasonable charges and out-bound transportation and for services of any kind, diagnostic or otherwise, excepting only the direct and indirect materials and labor which relate to the defective Equipment in respect of which the warranty has been claimed. If the Seller cannot correct the defects, Seller will make an equitable price adjustment based on actual performance, provided that such adjustment shall not under any circumstances exceed the purchase price. The Seller further warrants that the Equipment and components supplied by the Seller and forming a part of the Equipment will be free from material and workmanship for a period of 12 MONTHS from date of shipment to the Customer. The Seller's liability shall be solely limited to the supplying of replacement parts and materials. 

14. General Warranty Conditions. The foregoing warranties are subject to the following general conditions:

A. For purposes of these Terms, the Equipment will be deemed defective only if (i) the defect materially impairs the value of the Equipment to Customer, (ii) the Equipment was defective on the date of original shipment, and (iii) the Customer notifies Seller in writing of the warranty claim within the warranty period.

B. The Seller's performance of any warranty obligation shall not entitle Customer to any warranty or performance after any time other than Seller's ordinary business hours and work periods, the Customer shall be required to pay for all such time.

C. If the Customer requests and the Seller agrees to the performance of warranty work, the Customer shall be required to pay for the travel time, living and travel expenses of any personnel of Seller required to perform such work.

D. Equipment sold but not manufactured by the Seller will be warranted against defects in material and workmanship consistent with the warranty policy of the original manufacturer of the equipment.

E. All warranties shall be null and void where the Equipment has been subjected to accident, altered, misused or abused, or Customer has failed to ensure proper storage, installation, operation and/or maintenance of the Equipment. Use of the Equipment in improper or non-recommended applications (including operation above rated load capacity), or use of parts or components not meeting the Seller's specifications or quality standards (e.g., non-Industrial Air Technology parts or components) renders all warranties null and void.

F. The foregoing warranties do not apply to any part or product thereof which has a life, under normal usage, shorter than the indicated warranty period such as but not limited to, belts and filters.

G. All production figures, throughput rates, production rates, capacity figures and cost figures contained in Seller's proposals, printed literature, advertising, drawings and/or quotes are based on tests seller believes are reliable and on seller's understanding of the customer's project and are not warranted or otherwise guaranteed in any way.

H. If the Seller provides Customer with assistance or advice concerning the Equipment or any parts/service supplier for any system or application, such assistance or advice is not warranted or guaranteed by the Seller and is subject to the conditions and disclaimers set forth in the Seller's proposals, printed literature, advertising, drawings and/or quotes. Customer shall use such assistance in connection with the Equipment at their own risk.


(a) The Seller shall have the option (without prejudice to any of its other rights against the Customer) by notice in writing to the Customer to cancel any order or to suspend delivery in the following events:

(1) should any sum owing by the Customer to the Seller be overdue;

(2) should the Customer in any of any terms of the contract with the Seller,

(3) should the Customer be in any breach of any of the terms of the contract with the Seller,

(4) should the Seller in any breach of any of the terms of the contract with the Seller,

(5) should the Seller in any breach of any of the terms of the contract with the Seller,

(b) In conjunction with any such action, Customer shall pay to the Seller all reasonable costs and expenses incurred in collecting any overdue amounts, including but not limited to, interest, legal fees, court costs, and necessary out-of-pocket expenses, in addition to the usual profit for such work.

(c) Any remedies that may be exercised by the Seller may be exercised in conjunction with, or in addition to, any other remedies available to the Seller.

(d) No waiver. Forbearance or indulgence by the Seller shown or granted to the Customer whether in respect of these Terms or otherwise shall not affect or prejudice the rights of the Seller against the Customer or be taken as a waiver of any of these Terms.