

## REPAIR AND SERVICE WARRANTY WORK

### TERMS AND CONDITIONS

1. **ENTIRE AGREEMENT.** This Quotation (“Quotation”), including all of the terms and provisions set forth on both sides hereof, constitutes the entire agreement between Buyer, as identified on the front side hereof, and **EAGLE PRESS AMERICA LTD.** (“Company” and “E.P.A.I.”). No change, modification, amendment or other agreement with regard to this Quotation shall be binding upon Company unless made in writing and signed by an authorized officer of Company. The terms and provisions of this Quotation shall govern and control the terms of any purchase order or confirmation from Buyer. Any additional or different terms in Buyer’s purchase order or confirmation will not be binding on Company. Buyer acknowledges that Company has not authorized any of its sales agents or representatives to make any representations, warranties or agreements on behalf of, or to bind Company in any way.

This Quotation is subject to acceptance within fifteen (15) days and is subject to withdrawal at any time before acceptance by Buyer, without notice.

2. **PRICES.** The prices for the repairs and/or service warranty work (“Repairs”) specified herein do not include any federal, provincial, state, and/or local taxes, whether presently existing or subsequently imposed in the future, regardless of how described, including, but not limited to, Sales Tax, supply, sales, use, excise, consumption, processing, manufacturing, receipt, income, property, occupational, delivery, storage, transportation and related taxes (“Taxes”). Buyer shall pay all Taxes promptly when due. All prices are F.O.B. the location of Company. Buyer shall pay all costs and charges for or relating to delivery, shipment, freight, transportation, handling, storage, insurance, and related items with regard hereto.
3. **PAYMENT.** Buyer shall pay this Quotation in full, without any offset, deduction, or delay within the terms indicated in this Quotation. Delinquent payments shall accrue interest at the rate of Twelve (12%) percent per annum. In the event of a dispute hereunder, threatened or actual, between the Company and Buyer, Buyer shall pay to Company all costs incurred by Company in enforcing the terms and provisions hereof, including, but not limited to, travel expenses, court costs, litigation costs and reasonable legal fees.
4. **DELIVERY.** Delivery of the repaired goods shall be to the carrier for Buyer at the location of Company. Company may select the carrier and routing. If delivery is delayed by Buyer or by reason of any contingency referred to herein, the storage of the repaired goods for the account of Buyer shall constitute delivery and acceptance of the goods by Buyer. All deadlines and delivery dates are approximates and estimates. Shipment of the goods is specifically condition upon (a) prompt receipt of all necessary information and approvals from Buyer, (b) availability of the goods, labour, transportation, and capital, and (c) the payment to Company by Buyer of all monies otherwise due. Company may deliver or ship the repaired goods in installments. All installments may be separately invoiced and paid as billed without regard to subsequent deliveries. Failure to pay for any installment when due shall excuse and release Company from making further deliveries to Buyer under any other agreement with Buyer and Company may bring a separate action to recover the contract price of each such shipment, delivery or installment. All deadlines and dates shall be adjusted and extended, and Company shall not be liable whatsoever for any delays in delivery or any failure to deliver the goods, due to causes beyond the control of Company, including but not limited to acts of God, war,

mobilization, civil commotion, riots, embargoes, domestic or foreign governmental regulations or order, fires, floods, weather, strikes, lock outs, labour difficulties, machinery breakdowns, shortages or inability to obtain goods, labour, capital, shippers, or other related items with regard thereto. Company shall have such additional time to ship and/or deliver the repaired goods as may be reasonable or appropriate under all circumstances. All risk of loss or damage to the repaired goods shall immediately pass to Buyer upon the earlier of the delivery of the repaired goods to (a) the Shipper or (b) Buyer. Claims for damage in transit shall be processed solely by Buyer directly with the carrier and Company shall have no liability to Buyer with respect to any act or omission of the carrier. Under no circumstances shall the Company be liable to Buyer or any other person for any special, incidental or consequential damages including without limitation damages based upon lost goodwill, lost sales or profits, work, stoppage, product failure, impairment of other goods or otherwise and whether arising from a breach of warranty, breach of contract, negligence or otherwise.

5. **UNSHIPPED ITEMS FROM ATTACHMENT**. For any unshipped balance of items, resulting from Buyer's refusal or inability to take delivery of the repaired goods remaining in the Company's possession thirty (30) days after the completion date, the Buyer shall pay the Company storage charged of one (1%) percent of the invoice value, per month, to be billed and paid monthly. If the delivery of any items has not been completed within six (6) months from such completion date, the Buyer authorizes the company to dispose of such items for the Buyer's account.
6. **SUBSTITUTION**. The Company makes no specific warranty in or pertaining to the sub-components comprised in the items repaired pursuant to this Quotation. The Company reserves the right, from time to time, and at any time, to substitute components and sub-components comprising the items delivered pursuant to this Quotation provided that such substitution shall in no way affect the operating performance, specifications or characteristics of the items repaired pursuant to this Quotation. The Company also assigns to the Buyer all of its rights arising out of the manufacturer's warranties relating to such components or sub-components. The Company shall be under no further obligation to supply commercial parts of the repaired items shipped under this Quotation.
7. **INSPECTION**. Buyer shall physically inspect and examined the repaired goods at time of receipt. In the event Buyer is of the opinion that the repaired goods do not comply with the terms of this Quotation, Buyer shall immediately notify Company in writing of any such alleged non-compliance. If company has not received actual written notice within ten (10) days after receipt of a shipment, of the failure of the shipment to meet the specifications, then the shipment and the repaired goods shall be conclusively presumed to fully satisfy the terms and specifications therefor, and full payment shall be due in accordance with the terms of this Quotation.
8. **REPAIR WARRANTY**. Subject to the other provisions of Eagle's quotation and these terms and conditions, and provided that the repaired Products are installed, used and maintained in accordance with the manufacturer's and Eagle's manuals and instructions, and the Products are used for their normal intended use, Eagle warrants, Goods replaced and repairs performed by **E.P.A.I.** are warranted to be free from defects in material and workmanship respectively under normal use for a period of six (6) months from the date of delivery. Re-used and/or purchased items incorporated into repairs and/or rebuilds will be guaranteed only in so far and to the extent that the manufacturer of these items guarantees them to **E.P.A.I.** This warranty is limited to supplying the Buyer (F.O.B. point of manufacture) replacement goods and parts, which have been found to be defective under examination by **E.P.A.I.** authorized representatives. The Buyer shall prepay transportation charges

on material or equipment returned to **E.P.A.I.** for examination, reworking and/or replacement. It will be the responsibility of the Buyer to arrange at his/her expense adequate lifting and moving facilities (if heavy lifts are required) to carry out repairs and/or adjustments at his/her facility. **E.P.A.I. will not, under any circumstances, be liable for damages and/or injuries which may be incurred by the Buyer, its agents, or employees as a result of delays, defective workmanship or material supplied under this order.** If at any time the Buyer misuses, alters or changes, in any manner, any item, part, operating characteristic, or safe guarding device or if preventive maintenance is not carried out as required, that action nullifies all warranties herein previously expressed in writing and Buyer agrees to indemnify and hold harmless E.P.A.I. from and against all damages (direct, consequential, or indirect), liabilities or obligations which were previously agreed upon or otherwise that the Buyer may incur or sustain. There are no conditions, terms, agreements, representations or warranties inferred or implied except as are expressly contained herein in writing. **E.P.A.I.** shall in no event be held liable for any indirect, special or consequential damages such as down time or the like.

Buyer shall be responsible for all safety devices and guards required to comply with legislation governing occupational health and safety matters and the use of equipment.

This is the entire warranty granted by **E.P.A.I.** and any amendments thereto, to be effective, shall be in writing and signed by Buyer and **E.P.A.I.**

9. **INDEMNIFICATION.** It will be the Buyer's responsibility to supply and ensure, in accordance with all applicable health and safety legislation in Buyer's jurisdiction, the use of a properly applied and adjusted point of operation safety device on every operation performed on an EAGLE PRESS. Without limiting the generality of the foregoing the Buyer shall use and shall require the use of all necessary safety devices and guards as well as safety procedures outlined in the equipment manual but, in any event, not less than required in Buyer's jurisdiction. If the Buyer fails to comply with safe operating procedures and/or modifies or removes any safe-guarding devices or breaches any health or safety legislation, Buyer agrees to indemnify and hold the Company harmless from any damages, liability or obligation to persons or articles, injured or damaged directly or indirectly in connection with the operation of any EAGLE PRESS. In the event of any incident or malfunction involving an EAGLE PRESS, the Buyer shall, within thirty (30) days of an accident, notify the Company and shall co-operate fully with the Company in investigating and determining the cause of any such accident or malfunction, failing which the Company is released from all warranties to Buyer.
10. **WITHDRAWAL OF CREDIT.** Company may change, modify, amend, suspend, discontinue, terminate and/or otherwise revoke any credit extended to Buyer (a) if Buyer fails to pay any monies due to the Company or (b) if in the judgement of Company there has been a materially adverse change in Buyer's financial condition and thereupon Company may demand payment or other assurance as Company may in its sole and absolute discretion require, before shipment of any further goods. Buyer represents and warrants to Company, and Company is relying on the facts that, Buyer is solvent, creditworthy, and has the financial ability to pay for the goods in accordance with the terms thereof.
11. **ACKNOWLEDGEMENT OF INDEBTEDNESS AND REPAIRER'S LIEN.** The customer hereby acknowledges the indebtedness to be specified and agrees to pay **E.P.A.I.** in full for all amounts owing as a result of this repair. **E.P.A.I.** may retain a repair lien at any time securing the

balance pursuant to the Repair and Storage Liens Act, R.S.O. 1990 or equivalent with all the rights of a lien and without limitation, the right to repossess and retain or repossess and sell the subject goods to satisfy the amount owing and its costs incurred in connection therewith. Interest on past due account is two (2%) percent per month.

12. **SERVICE TO OUR CUSTOMERS**. All service warranty work rendered will be completed during **E.P.A.I.** regular working hours. Any work requiring overtime hours will be the responsibility of the Buyer.
13. **CORRECTION**. Company may on written notice to Buyer unilaterally correct any arithmetic, typographical, clerical, or related errors contained herein, and the corrected copy hereof shall be binding upon the Buyer as if it was the original hereof and even if not signed by Buyer.
14. **WAIVER**. The waiver by Company of any of the terms and conditions contained herein shall not constitute or be deemed a future waiver of the same or other terms or conditions of this Quotation, nor shall such waiver with respect to this or any other Quotation be deemed as a binding course of performance or conduct which is inconsistent with the terms of this Quotation.
15. **CONFORMITY**. If any term or provision of this Quotation is held invalid by a court of competent jurisdiction, then such term or provision shall be enforceable to such extent as the court may determine to be lawful, and Company and Buyer hereby attorn to the court for the purpose of the making of such determination by the court. Furthermore, such invalidity shall not affect the other terms and provisions of this Quotation, which shall be given full effect as though the invalid term or provision were not, in the first instance, included herein.\
16. **TERMINATION**. Company may delay or discontinue shipment of the repaired goods and/or terminate this Quotation without any liability or obligation whatsoever to Buyer if (a) Buyer defaults under any agreement with Company, (b) the business and/or operation of Company are disrupted or adversely affected due to causes beyond the control of Company, (c) goods, labour, transportation and/or capital are not readily available, and/or (d) Buyer is or becomes bankrupt, insolvent, makes an assignment for the benefit of its creditors, fails to pay its debts as due, and/or otherwise suspends its business operations. Buyer may not terminate this agreement. In the event Buyer terminates this Agreement, Buyer shall indemnify Company from any and all losses, costs and expenses associated therewith, including, but not limited to loss of profit, lost opportunities, direct, consequential, and incidental damages, injury to good will and reputation.
17. **CANCELLATION**. Buyer's wrongful non-acceptance of the items repaired pursuant to this Quotation, or cancellation or repudiation of this Quotation shall entitle the Company to recover in addition to any incidental damages caused by Buyer's wrongful non-acceptance, cancellation or repudiation, damages equal to the profit (including reasonable overhead) which the Company would have received had Buyer fully performed or at the Company's option fifty (50%) percent of the Quotation price as liquidated damages.
18. **RETENTION OF TITLE**. Company retains title to all tools, fixtures or other media incidental to Company's performance of this Quotation or developed by the Company in connection therewith.

19. **APPLICABLE LAW.** This Quotation shall be governed by and construed according to the laws of the Province of Ontario, without reference to its conflict of laws.
20. **SCRAP.** Company has the right to scrap without liability, prints submitted for quotations, patterns, models, special tools, and designs used in the repair of goods herein quoted unless notice is given to ship these items with the completed goods or within thirty (30) days of completion of print.
21. **ACKNOWLEDGEMENT.** BUYER HEREBY ACKNOWLEDGES READING, UNDERSTANDING AND AGREEING TO ALL OF THE TERMS AND CONDITIONS, ON BOTH SIDES OF THIS QUOTATION.
22. **FORCE MAJEURE.** The Company's obligation under this Quotation, are and shall be subject to war, invasion, insurrection, riot, the order of any civil authority, breakdowns, strikes, lockouts, labour disputes, accidents, fire, delays in transportation or delivery of items or any other cause or causes, whether or not similar to any of the foregoing, beyond the Company's reasonable control, and the Company shall not be liable for any loss or damages of any nature or kind whatsoever whether direct, indirect or consequential suffered by any person as a result of any such causes or any delay resulting therefrom. The Company reserves the right to terminate this Proposal should fulfilment hereof, in whole or in part, be delayed or rendered impossible by any of the foregoing causes. In the event of such termination, the Company's obligations under or arising out of this Quotation, shall cease except with respect to any items shipped hereunder prior to such termination and the Buyer shall remain liable to accept and pay for items so shipped.
23. **HEADINGS.** Paragraph headings are for convenience only and do not form part of this Quotation.
24. **ADDITIONAL TERMS AND CONDITIONS**
- This proposal is strictly predicated on the acceptance of all scopes as presented above. Removal of any scope may affect pricing
  - Any modification of work scope including discontinuation, change of schedule, interruption of project, change of destination by either diversion or planned alteration shall nullify this proposal and tariff T&M charges would apply to continuing work