

QUOTATIONS – P.S.I. Fluid Power Ltd. appreciates the opportunity to quote on Customer hydraulic requirements.

Quotations are based on the best information available from the Customer at the time of request.

All Quotations are subject to final quantities and Customer approval of all drawings and specifications. Should differences be evident, or changes requested from the original Quotation, a revised Quotation will be sent to the Customer. All applicable taxes are extra.

ORDERS – P.S.I. Fluid Power Ltd.'s acceptance of an order will be made via an order confirmation following receipt of a Customer's Purchase Order, approval of payment and/or credit terms, and agreement with terms and conditions (price, shipping, etc.).

Acceptance of an order, and P.S.I. Fluid Power Ltd.'s obligations thereunder, are subject to all applicable provincial and federal laws, rules, and regulations.

TERMS – Order processing is subject to final approval of payment and/or credit terms. P.S.I. may request credit and financial information to determine a Customer's approved line of credit. P.S.I. also reserves the right to cancel any order, require partial payment, or request assurance of performance from the Customer. P.S.I. further reserves the right to cancel or alter the Customers credit with P.S.I. at any time for any reason. Payment terms are net 30 days following date of invoice. Late payments will be subject to interest charges of 1.5% per month. (19.562% per annum).

Failure to make prompt payment shall entitle P.S.I. Fluid Power Ltd. to suspend or cancel shipments until all payments due are made or satisfactory payment arrangements are made. The Company may request advanced payment from Customers not approved for credit.

CANCELLATION – Any costs incurred previous to cancellation of an order shall be the Customer's responsibility. This includes, but is not limited to, costs of unusable raw materials, fabrication costs incurred, vendor cancellation charges, freight charges, etc. Invoices covering these costs shall be due and payable upon receipt of P.S.I. Fluid Power Ltd.'s acceptance of cancellation.

PATENTS – The Customer shall indemnify P.S.I. Fluid Power Ltd. against claims or liability for infringement or misappropriation of any patent, trademark, copyright, trade secret, or any other intellectual property right arising from compliance with the Customer's designs, specifications, or instructions.

TITLE OF GOODS – Title to the goods shall not transfer from P.S.I. Fluid Power Ltd. to the Customer until goods have been paid in full. Goods attached to a Customer's machinery shall not become a fixture until the goods are paid in full.

SHIPPING – While P.S.I. Fluid Power Ltd. strives to ship orders to meet Customer requirements, shipping dates are estimates only, based on the Order Confirmation date. The Customer should allow for shipping time from the factory to the final destination. P.S.I. Fluid Power Ltd. does not guarantee nor assume liability for failure to meet any shipping or delivery dates.

In the absence of shipping instructions, P.S.I. Fluid Power Ltd. will use its own discretion in the choice of carrier. P.S.I. Fluid Power Ltd. assumes no responsibility for insuring shipments unless specifically requested by the Customer at their expense and valuation.

Acceptance of the shipment by the carrier shall constitute delivery to the Customer. P.S.I. Fluid Power Ltd. shall not be responsible beyond the F.O.B. point for goods damaged or lost in transit.

FORCE MAJEURE – P.S.I. Fluid Power Ltd. will not be liable for delays or other failures in performance arising from strikes or other labour difficulties, labour shortage, fire, flood, war, breakdowns or failure of plant machinery or equipment, delays in or lack of transportation, actions of governmental entities, delays of suppliers, or any other cause beyond the reasonable control of P.S.I. Fluid Power Ltd.

WARRANTY – Goods and services sold by P.S.I. Fluid Power Ltd. are only covered by the manufacturer's warranty extended through the Customer. P.S.I. does not extend the standard manufacturer's warranty unless expressed in writing with the invoice and part number documented. The Customer's remedy for defective products shall be limited to repair, replacement, or credit at the option of P.S.I. Fluid Power Ltd. Warranty claims must be presented within 30 days of defect discovery. Products must be returned to P.S.I. Fluid Power Ltd. or to a P.S.I. Fluid Power Ltd. designated location for inspection, with a Return Goods Authorization (RGA) Number attached and freight prepaid. To obtain an RGA Number, contact P.S.I. Fluid Power Ltd. and provide the part number, serial number, date purchased, application, time in service, and failure complaint. P.S.I. Fluid Power Ltd. may return components freight prepaid to the Customer on valid warranty claims. The warranty period on repairs shall be limited to 90 days after the goods leave P.S.I.'s premises, or in the case of an on-site repair, the warranty period shall start when P.S.I.'s technician leaves the site. The warranty on components utilized in the repair shall be covered by the manufacturer's warranty extended through P.S.I. Fluid Power Ltd. No allowances will be made for labour, transportation, or other charges in the removal and replacement of defective parts.

Generally parts subject to ordinary wear and requiring regular inspection and maintenance like seals, filters, hoses etc. are not warrantable. Warranty does not apply to products that, in the judgement of P.S.I. Fluid Power Ltd., have been used in the wrong application, damaged, improperly maintained or repaired by a non-P.S.I. party without prior approval from P.S.I. Fluid Power Ltd., or repaired with non-P.S.I. approved parts. Damages found to be due to misuse or misapplication are not covered under the warranty policy.

P.S.I. Fluid Power Ltd. shall not be liable for loss of time, manufacturing costs, labour, material, loss of profits, consequential damages, direct or indirect, because of defective products, whether due to rights arising under the contract of sale or independently thereof, and whether or not such claim is based on contract, tort, or warranty.

GENERAL – There will be no understanding, agreements or warranties, implied, verbal or written, with respect to the Quotation and/or Order Confirmation that are not fully expressed herein, and no change can be made in the Quotation and/or Order Confirmation unless reduced to writing and signed by both parties. No statement, recommendations or assistance made or offered by P.S.I. Fluid Power Ltd. through its representative to the Customer (its Purchaser or its representative) in connection with the use of any product sold by P.S.I. Fluid Power Ltd. shall be or constitute a waiver by P.S.I. Fluid Power Ltd. of any of the provisions hereof or affect the obligations of the respective parties under any order received from the Customer as modified by these conditions.

These terms and conditions may not be altered by P.S.I. Fluid Power Ltd. personnel.

Effective December 2014

Richmond, BC
13771 Mayfield Place
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Calgary, AB
4020-11A Street S.E.
403-253-2236

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4210 51st Avenue
780-452-1594

Red Deer, AB
7597 Edgar Industrial Dr.
403-358-4212