

Terms of Sale Agreement, Warranty and Return Policy

1. The title to and ownership in any product(s) purchased from Greentronics (the Vendor), including additions, accessories and/or substitutions, shall remain in the Vendor until the total price has been paid in full together with costs related to installations, shipping and any interest owing.
2. Interest will be charged at the rate of 24 per cent per year on unpaid balances until paid in full.
3. The name of the Purchaser is accurately set forth in the Sale Agreement and the person(s) signing the Agreement represent(s) that the information therein is true.
4. The Purchaser is not insolvent and is generally paying accounts as they fall due.
5. While any amount remains unpaid, the Purchaser will not sell, offer to sell, or remove the said equipment or product(s) without the prior written consent of the Vendor.
6. The Purchaser will have and maintain insurance at all times with respect to the said equipment or product(s) against risks of fire, lightning, theft and other risks, such insurance to be payable to the Vendor and Purchaser as their respective interest may appear.
7. The Purchaser shall be default under this Agreement if any of the following events occurs:
 - 7a. Default occurs in payment or performance of any of the terms of this Agreement;
 - 7b. Any representation or statement made to the Vendor by the Purchaser herein or in connection with this transaction proves to have been false in any material respect;
 - 7c. The death, dissolution, termination of existence, insolvency, or business failure of the Purchaser;
 - 7d. The Vendor believes, in good faith, that the prospect of payment or performance of any of the terms herein is impaired, or that the equipment or product(s) is (are) in danger of being lost, damaged or confiscated.

Upon the occurrence of any event of default, the Vendor may declare the total balance immediately due and payable, and the Vendor shall have the rights and remedies of a secured party under The Personal Property Security Act of Ontario. The Vendor may require the Purchaser to assemble the equipment or product(s) and goods and make it available to the Vendor at a place to be agreed upon.

8. There are no representations, warranties, collateral agreements, or conditions unless they are set out herein in writing (specific warranty agreement below). Implied warranties of merchantability and fitness for a particular purpose under the Ontario Sale of Goods Act or otherwise are excluded to the extent permitted by law. The Vendor will not be responsible for any act or acts of its representatives or agents for any cause whatsoever be it negligence or otherwise for damage of any nature including, but not limited to, consequential or incidental damages. The Purchaser agrees to limit any claim or claims to the warranty, if any, of the manufacturer of the equipment or product(s) sold by the Vendor.

WARRANTY AND LIABILITY:

Greentronics makes every effort to ensure that the highest quality materials and workmanship are used in the manufacturing of all its products including RiteHeight systems and yield monitor systems or conveyor weighing systems. In the event of failure of any part of these systems due to defective components or workmanship within 12 months of the date of delivery, this failure must be reported to Greentronics within this same period. The defective component must be returned to Greentronics in Elmira, Ontario where it will be replaced or repaired free of charge with the following exceptions. Sonar sensors with signs of mechanical damage may not be returned for replacement under warranty. Load cells carry load restrictions which must never be exceeded. These limits are stated in the users manual. Failure of load cells due to overloading, and any costs related to replacement and reinstallation are NOT covered under warranty. Systems may be installed by Greentronics, re-sellers or dealers, purchasers or parties hired by the purchasers. Only in instances where Greentronics was primarily responsible for, as well as remunerated for installation, and failure of a system during the warranty period is related to installation work, will technical assistance or new components be provided free of charge. In all cases, freight costs associated with shipping system components for testing or repairs during the warranty period, must be prepaid by the owner or user. Greentronics gives no other warranty, condition, description or representation, express or implied. Any statutory or other warranty, condition or description express or implied as to the stated quality or fitness of the Greentronics product or system is hereby expressly excluded. Greentronics' liability is limited to the replacement of defective components. Greentronics shall not be liable for any injuries, crop and/or equipment damage or failure, losses, costs, inconveniences of any kind howsoever arising.

9. Return of goods policy. During the first 30 days after delivery of equipment or product(s), a purchaser may apply for an agreement to return the goods for credit. Goods may only be returned with prior written consent from Greentronics. Greentronics reserves the right to withhold a 25% restocking fee. Returned goods must be in "as new" condition. Further deductions may be applied for goods returned in unsatisfactory condition. Damaged goods will be rejected.
10. The Purchaser agrees that the law of the Province of Ontario will apply to the interpretation of this Agreement.
11. The rights of the Vendor herein shall ensure to the benefit of its successors and assigns; and all obligations of the Purchaser shall bind heirs, executors, administrators or assigns. If there are more than one purchaser, their obligations hereunder shall be joint and several.
12. By signing the Sales Agreement, the Purchaser acknowledges having read and understood the terms of this Agreement hereinbefore set out.