

Terms and Conditions of Sale

Humphrey Automation Inc.

1. Acceptance of Terms

- Acceptance of these Terms and Conditions is required for any purchase from Humphrey Automation Inc. ("Company"). By placing an order, either through verbal, written, electronic, or other means, the Customer agrees to be fully bound by these terms, superseding any prior agreements or understandings unless separately negotiated and executed in writing.

2. Order Acceptance and Cancellation

- All orders are subject to acceptance by the Company. The Company reserves the right to accept or reject any order for any reason until the product has been dispatched. Once an order has been dispatched, it may not be cancelled except as permitted by the Company's return and cancellation policy. Custom orders that have begun production may not be cancelled, and the Customer will be responsible for the full payment.

3. Pricing and Adjustments

- Prices quoted are valid for 30 days and do not include GST, HST, PST, or any other taxes or duties which may be applicable. These taxes will be added to the invoice as separate charges if applicable. Prices are subject to adjustment on account of specifications, quantities, shipment arrangements or other terms or conditions which were not part of the original price quote.

4. Payment Terms

- Unless otherwise agreed, payment terms are net 30 days from the date of invoice. Late payments are subject to interest at the rate of 2% per month, compounded monthly. The Customer agrees to pay all costs of collection, including attorney's fees and costs, on any outstanding balance.



5. Shipping and Risk of Loss

- The Company will make every reasonable effort to ship the ordered products by the estimated delivery date but does not guarantee delivery by such date. Title and risk of loss or damage pass to the Customer upon delivery to the carrier. The Company is not liable for delays in shipment or failure to ship by the estimated delivery date.

6. Returns, Refunds, and Exchanges

- Returns must be authorized by the Company within 30 days of delivery. Products must be returned in their original condition and packaging. Certain items may be subject to a restocking fee. Custom orders are non-returnable unless defective. Refunds or exchanges will be processed upon the receipt and inspection of returned goods.

7. Product Warranty

- The Company warrants that the products will be free from defects in material and workmanship under normal use for a period of 12 months from the date of shipment. This warranty does not cover wear and tear, and shall be void if the product is altered, improperly installed, or misused.

8. Intellectual Property Rights

- All intellectual property rights in the products sold are and shall remain the property of the Company. The Customer is granted a non-exclusive, non-transferable license to use such products in accordance with the terms of this Agreement. No license to sell or distribute the Company's intellectual property is implied or granted under this Agreement.

9. Limitation of Liability

- The Company's liability in connection with this Agreement, under any cause of action or theory, is strictly limited to the total amount paid by the Customer for the products purchased under this Agreement. In no event shall the Company be liable for any indirect, special, incidental, or consequential damages of any kind.



10. Force Majeure

- Neither party shall be liable for delays or non-performance caused by activities or factors beyond their reasonable control, including, but not limited to, acts of God, war, riot, strikes, and governmental actions.

11. Compliance with Laws

- The Customer agrees to comply with all applicable local, state, national, and international laws, regulations, and ordinances regarding the use, sale, and resale of the products.

12. Dispute Resolution

- All disputes arising under this Agreement shall be settled by binding arbitration in Toronto, Ontario, in accordance with the rules of the Canadian Arbitration Association.

13. Amendments

- These Terms and Conditions may be amended by the Company at any time and will be effective immediately upon posting to the Company's website.

14. General Provisions

- If any provision of these Terms and Conditions is held to be invalid, illegal, or unenforceable, the remaining provisions will continue in full force and effect.

