



10. Shipping and Freight Policy

Unless the parties agree otherwise in writing, Techttop Canada Inc. shall have the right to select the carrier(s) and routing of shipment. Techttop reserves the right to ship from any of its warehouse locations. For all shipments within Canada, customer will be billed for the cost of freight in accordance with the following schedule:

Customer Location	Eastern Canada		Western Canada	
	ON, QC, NS, NB, NL, PE	ON, QC, NS, NB, NL, PE	MB, SK, AB, BC, NT, YT, NU	MB, SK, AB, BC, NT, YT, NU
Order Value	\$0 - \$2499	\$2500 +	\$0 - \$4999	\$5000 +
Freight Charge	PPY/CHG or COLLECT	PAID BY TECHTOP	PPY/CHG or COLLECT	PAID BY TECHTOP

Above assumes shipment from a single stocking location to a single shipment destination. If customer's order requires several shipments they will be notified prior to shipment of the cost of freight. Alternatively, customer may at their discretion elect to have product shipped or third party billed. However, customer assumes all liability for damage or loss of freight in transit. Techttop will make every effort to ship the same day any orders received before 2PM local time of the warehouse from which the product is to be shipped. Any orders received after 2PM will be scheduled to ship the following day. Orders received after 2PM will ship the next business day.

A fee of \$125 will be charged for after-hours shipments and pick up must be arranged by the customer. An additional \$50 will be charged if any assembly or modifications are required. Exceptions to these terms are at the option of Techttop Canada Inc. and availability of expedited and after hours shipment services cannot be guaranteed.

Special service requested by the customer such as but not limited to lift gate, call ahead or guaranteed delivery will result in an additional charge to the customer. Techttop reserves the right to modify these terms at its discretion. Any such modifications will be communicated to the customer prior to shipment.

11. Defaults

If Customer should default in the fulfillment of any obligation or condition hereunder, and such default is not cured within 30 days after written notice from Techttop Canada Inc. specifying the nature of such default, then Techttop Canada Inc. shall have the right to terminate, without any liability to Customer, the remaining portion of the Order Confirmation that has not been fully performed by giving written notice of termination to Customer. Such right of termination shall be in addition to, but not in lieu of, any other remedies that may be available to Techttop Canada Inc. at law or in equity.

12. Warranty

Techtop Canada Inc. warrants to Customer that the Products shall be free from defects in materials and workmanship from the date of Techttop Canada Inc.'s invoice for a period described in the below table according to motor type unless otherwise specifically communicated.

Type	Farm Duty 1Φ	EPAct Rated / IE1 3Φ	Premium Eff. / IE3 3Φ	All Gearing Products
Months	18	24	36	12

If within the applicable warranty period, Customer discovers any defects in the materials or workmanship of any of the Products and promptly notifies Techttop Canada Inc. in writing of such defects and returns the defective items or provides evidence of disposal of such items at the option of Techttop Canada, Techttop Canada Inc. shall repair or ship a replacement for the defective item or at Techttop Canada Inc.'s sole option refund to Customer the purchase price for each defective item. This warranty shall not apply to any of the following: (a) Products that have been repaired or altered by anyone other than Techttop Canada Inc.; (b) Products having components purchased from anyone other than Techttop Canada Inc.; (c) Products that have been damaged by negligence or accident or by other circumstances beyond the reasonable control of Techttop Canada Inc.; or (d) Products that have been improperly operated, maintained, serviced, or stored, or that have been subjected to abnormal conditions of operation, maintenance, service, and storage not in conformity with manufacturer's written instructions concerning operation, maintenance, service, and storage. In no case whatsoever, including justified warranty claims, is Customer entitled to retain payments due, except upon the written consent of Techttop Canada Inc. with respect to undisputed claims.

Techtop shall reserve the right to have, at its expense, any "defective" motor shipped to a qualified EASA shop for inspection. If upon inspection the motor is found to fit any of conditions a, c or d as noted above, the customer will be invoiced the full price of the replacement motor supplied to them including applicable shipping costs and customer will retain ownership of the defective motor. Customer may, at their expense, request further inspection of the motor by a second qualified EASA shop to confirm or contradict the findings of the first.

THE FOREGOING LIMITED WARRANTY DOES NOT INCLUDE REIMBURSEMENT TO CUSTOMER FOR ITS COSTS AND EXPENSES OF TRANSPORTATION, FREIGHT, LABOR, REMOVAL, OR OTHER EXPENSES THAT MIGHT BE INCURRED IN CONNECTION WITH CUSTOMER'S RETURNING THE DEFECTIVE ITEMS TO TECHTOP CANADA INC. OR IN CONNECTION WITH TECHTOP CANADA INC.'S SENDING TO CUSTOMER ANY REPAIRED OR REPLACED ITEMS. IN NO EVENT SHALL TECHTOP CANADA INC. OR TECHTOP CANADA INC.'S EMPLOYEES OR REPRESENTATIVES BE LIABLE TO CUSTOMER FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, CONTINGENT, EXEMPLARY, OR INCIDENTAL DAMAGES OR EXPENSES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF PRODUCTION, DOWN TIME, OR BUSINESS INTERRUPTION), WHETHER CAUSED BY OR RELATED TO ANY DEFECTIVE PRODUCTS OR ARISING FROM THE FOREGOING WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, OR ANY OTHER LEGAL THEORY. IN ALL EVENTS, THE LIABILITY OF THE TECHTOP CANADA INC., WHETHER BASED IN TORT, BREACH OF CONTRACT, BREACH OF WARRANTY, OR OTHERWISE, SHALL NOT EXCEED THE PRICE OF THE DEFECTIVE PRODUCTS IN QUESTION OR WITH RESPECT TO WHICH SUCH BREACH, DEFAULT, OR NEGLIGENCE IS CLAIMED. CUSTOMER ACKNOWLEDGES THAT THE REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES. THE FOREGOING LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR NON-INFRINGEMENT, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED.

*Prices and specifications are subject to change without notice. Techttop Canada Inc. is not responsible for typographical errors.