

General Sales Terms and Warranty

The following are the general terms and conditions of equipment manufactured by Canto USA, LLC ("CantoUSA" hereinafter). The sale of all equipment is subject to the following terms and conditions:

Pricing and Sales Policy

The prices listed on all quotes, sales orders and invoices are in effect on the date noted on the Price List and are noted as NET prices. All prices are FOB Shipping Point and are SUBJECT TO CHANGE WITHOUT NOTICE. Open Account terms of sale are net 30 days on approval of credit by CantoUSA. Accounts past due shall be liable for service charges of 2.25% per month (27% annual rate) of the past due balance and will be subject to a late fee of 10% of the outstanding balance. Credit card orders are subject to a 4% handling charge. Large and "Special Projects" require a 30% non-refundable deposit with balance due 30 days after shipping. Should special terms be requested, the only options are net 30 days or 30% deposit on every order prior to shipping with remaining balance due within 45 – 60 days. No other terms will be considered or allowed. Any special terms must be agreed to in writing with applicable signatures. Should a customer pay outside our terms, they are subject to credit hold and will be required to provide payment in full prior to shipping on all future orders.

Return Authorization

CantoUSA assumes no responsibility for goods returned to the factory without prior authorization. A Returned Material Authorization (RMA) Number will be issued by the CantoUSA Customer Service Department upon request. This RMA Number must be prominently displayed on the packaging of the return shipment.

Customer/Purchaser has seventy-two (72) hours from delivery of products to inspect same for damaged or missing items. Failure by Customer/Purchaser to notify CantoUSA of any alleged damaged or missing products within the seventy-two (72) hour time period provided in this paragraph shall be deemed to be acceptance of the delivery by Customer/Purchaser. Said acceptance shall be deemed to be a waiver by Customer/Purchaser of any demands/claims against CantoUSA regarding any alleged damaged or missing products and/or the completeness of any product delivery.

Orders and Deliveries

CantoUSA will make every reasonable effort to meet the desired shipping schedules of our customers, but cannot be held responsible for delays beyond our control, such as, but not limited to: delays in shipping from our suppliers; flood, fire, or other acts of God; transportation delays of materials and components to us, or of final products to the customer. In general, we request a minimum of four to six weeks lead time from receipt of a confirming purchase order to the desired shipping date of equipment orders unless items are in stock. We will, of course, take every possible step to meet emergency or short-notice equipment requirements whenever possible.

Security Interest and Repossession

On the Effective Date and for valuable consideration, receipt of which is acknowledged, Customer/Purchaser grants to Canto USA, LLC a security interest in the property as further described in this document ("Collateral" herein) to secure the payment of the total amount owed as reflected on the first page of this document as well as all other obligations and liabilities of Customer/Purchaser to Canto USA, LLC.

As a prerequisite to the delivery of any equipment and/or items purchased from CantoUSA, Customer/Purchaser agrees to execute any additional security agreement as well as any related documentation, including financing statements, in form(s) determined by CantoUSA in its sole discretion, that may be necessary to establish a security interest in equipment and items manufactured by and/or purchased from CantoUSA. Customer/Purchaser agrees that a failure by it to make payment in full to CantoUSA for equipment and/or items purchased from CantoUSA according to the terms of any contract with it and/or these General Sales Terms authorizes CantoUSA to repossess equipment and items purchased from it in the manner provided by applicable law.

Upon default and at any time thereafter, Canto USA, LLC may declare all obligations immediately due and payable and shall have the remedies of a secured party under the Uniform Commercial Code of Georgia, including but not limited to, recovery of collateral to satisfy outstanding debts. Customer/Purchaser shall be in default under this Agreement upon the occurrence of any of the following events or conditions: (a) the failure to perform any of the obligations or this Agreement and/or any other agreement entered into with CantoUSA, LLC; (b) the loss, theft, substantial damage, destruction, transfer or encumbrance of the Collateral; (c) the making of any levy, seizure or attachment upon the Collateral; (d) the filing by Customer/Purchaser or by any third party against Customer/Purchaser of any petition under any Federal bankruptcy statute, the appointment of a receiver of any part of the property of Customer/Purchaser, or any assignment by Customer/Purchaser for the benefit of creditors; and (e) the failure to pay the obligations owed by Customer/Purchaser to Canto USA, LLC within thirty (30) days of receipt of Collateral by Customer/Purchaser.

Warranty

We warrant all products supplied by CantoUSA for a period of thirty-six (36) months from date of shipping against defects in materials or workmanship. If the manufacturer determines that the product is defective, manufacturer will elect, at its sole discretion, to repair the product, replace the product, or refund you the purchase price of the product. This limited warranty does not apply to loss or damage to the product caused by: negligence, misuse, mishandling, improper installation, storage or maintenance; damage due to fire, floods, acts of God, vandalism; civil disturbances; power surges, lightning strikes, improper power supply, electrical current fluctuations; corrosive environmental installations; induced vibration; harmonic oscillation or resonance associated with movement of air currents around the product; alteration; accident; failure to follow installation, operating, maintenance or environmental instructions prescribed by the seller. This limited warranty excludes field labor and service charges related to repair or replacement of the product. THIS LIMITED WARRANTY IS VOID IF THE PRODUCT, AS DETERMINED BY THE MANUFACTURER IN ITS SOLE DISCRETION, IS NOT USED FOR THE PURPOSE FOR WHICH IT IS DESIGNED.

The manufacturer reserves the right to utilize new, reconditioned, refurbished, repaired or remanufactured products or parts in the warranty repair or replacement process. Such products and parts will be comparable in function and performance to an original product or part, as determined by the manufacturer in its sole discretion, and warranted for the remainder of the original warranty period. In order to make a warranty claim, you may contact your local authorized service center or notify the manufacturer directly in writing after your discovery of the defect, provide proof of purchase, and comply with Seller's other warranty requirements. Please visit the website for a list of the most current service centers and/or the Manufacturer's warranty claims address.

THE FOREGOING WARRANTY PROVISIONS ARE EXCLUSIVE AND ARE GIVEN AND ACCEPTED IN LIEU OF ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY AGAINST INFRINGEMENT AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

CUSTOMER/PURCHASER AGREES AND WARRANTS THAT IN NO EVENT SHALL CANTOUSA BE LIABLE FOR INCIDENTAL, COMPENSATORY, CONSEQUENTIAL, INDIRECT, SPECIAL, OR OTHER DAMAGES. MANUFACTURER'S AGGREGATE LIABILITY WITH RESPECT TO A DEFECTIVE PRODUCT SHALL IN ANY EVENT BE LIMITED TO ONLY THE MONIES PAID TO THE MANUFACTURER FOR PURCHASE OF THE ALLEGEDLY DEFECTIVE PRODUCT.

This warranty is effective for purchases of product on or after the effective date set forth below. CantoUSA reserves the right to modify this warranty from time to time. Any modification of this warranty shall be effective for all orders placed with the manufacturer on or after the effective date on such revised warranty.

EFFECTIVE DATE: 15 May 2019.

Miscellaneous Terms

CantoUSA and Customer/Purchaser agree and stipulate that any dispute, controversy, lawsuit or claim arising out of or in connection with this Agreement, or the breach, termination, or invalidity thereof, shall be governed only by the laws of the State of Georgia USA without giving effect to principles of conflict of laws. Both Canto USA, LLC and Customer/Purchaser stipulate and agree that venue for any and all trial proceedings shall only be in the State or Superior Court of Cobb County, Georgia, USA.

This Agreement represents the entire agreement between Canto USA, LLC and Customer/Purchaser and supersedes all prior or contemporaneous communications, representations, agreements or understandings, whether written or oral, relating to the subject matter of this Agreement, including any and all general terms and conditions which are set forth, by attachment, reference or otherwise, that are not explicitly incorporated within the text of this Agreement. This Agreement may be amended only by a written instrument executed by both parties. No waiver of any right or remedy with respect to any occurrence or event on one occasion shall be deemed a waiver of such right or remedy with respect to such occurrence on any other occasion. Both Canto USA, LLC and Purchaser/Customer agree and stipulate that this Agreement shall be interpreted by the plain meaning of its terms without application of any presumption based on which party authored or drafted it.

The undersigned agrees and warrants that he/she is authorized by the Customer/Purchaser to execute this General Sales Terms and Warranty and to bind Customer/Purchaser to its terms.

AGREED TO BETWEEN CANTO USA, LLC AND:

[_____]

(Company Name of Customer/Purchaser and Address - REQUIRED)

"CUSTOMER/PURCHASER"

BY: _____

(Signature)

TITLE: _____

EFFECTIVE DATE: _____