

## **GKM Consultants Inc.**

### **Terms of Sales - Warranty**

#### **General Information**

All prices shown on GKM Consultants proposal exclude shipping cost unless otherwise stated and are for merchandise packaged for shipment by domestic carriers within the continental limits of North America. Special packaging for export air or sea freights are extra-charged items. Freight charges can be prepaid by GKM Consultants Inc. and charges invoiced to the purchaser. For specific incoterms, see detailed information on the proposal.

#### **Terms**

Domestic shipments are payable: net 30 days. (First order: payment in advance at time of order)

A monthly service charge of 1.5% (18% APR) will be added on all past due balances.

Export shipments will be made only:

- 1) After receipt of irrevocable letter of credit.
- 2) Or by payment in advance.
- 3) Or by special prior arrangement with GKM Consultants Inc.

#### **Quotations**

All GKM Consultants Inc. quotations are firm for 30 days. Thereafter, they are subject to change without notice.

#### **Errors, Shortages, Complaints**

All shipments should be opened immediately on delivery and the contents checked against the packing list sent with the shipment.

GKM Consultants Inc. exercises due care to avoid errors and shortages. However, where errors and shortages do occur, they should be reported within 10 days of receipt of the equipment. Where errors are the fault of GKM Consultants Inc., they will be rectified without delay.

#### **Responsibility and Risk**

GKM Consultants Inc.'s responsibility for merchandise damaged in transit ceases when the merchandise has been delivered to the carrier for shipment and a valid receipt obtained. Claims for damage in transit are to be made with the carrier, and damaged containers or other evidence of rough handling should be noted at the time of receipt, and the containers retained until the claim is resolved.

#### **Delay Damages**

Client agrees to hold harmless GKM Consultants from liability or responsibility for any delay damages, or time-related penalties arising from the work, including, but not limited to, liquidated damages, direct damages, indirect damages, consequential damages, acceleration, overtime, extended overhead, and other delays related damages.

#### **Returned Merchandise**

Equipment is not to be returned without first contacting GKM Consultants Inc. and obtaining its consent. All approved returns must be packaged to prevent damage, insured, and returned prepaid. Returned standard equipment is subject to a restocking fee of at least 25%. For custom-built equipment for which return has been authorized, restocking fee will be determined on a case-by-case basis.

#### **Taxes and Import Duties**

All destination taxes, duties, importation fees and importation documentation expenses are to be paid by the purchaser, unless specific provisions to the contrary are made at the time the order is placed.

#### **Changes and Improvements**

All equipment described in GKM Consultants Inc. catalogues is subject to modification and improvement as may be dictated by subsequent developments. Accordingly, we reserve the right to change and improve items, to discontinue listings and to add new ones without notice.

#### **Rental Policy**

Some equipment is available for rent. Please contact GKM Consultants directly for more information.

#### **Rental with Option to Purchase**

It is possible to acquire the leased equipment with a purchase option. Please contact GKM Consultants directly for more information.

#### **Field Services**

Field services to train client's personnel in assembly, installation and operation of the instruments is available.

The daily rate (minimum 8 hours/day) is as per the proposal or quotation, or part thereof, will be charged as follows:

- 1) Time required for travelling from GKM Consultants office to the job site and return.
- 2) Time required for working on the job.
- 3) Standby time at the job site.
- 4) Time required for travelling between accommodation and job site in excess of 30 minutes each way.
- 5) Travel and living expenses charged as presented in quotation, or at cost plus 15% if not specified.
- 6) When mobilization expenses include airfare, expenses can be revised if airfare cost varies by more than 10%.
- 7) For work performed during statutory holiday, a 50% premium on hourly rate will apply.

- 8) For work performed above 10 hours a day or during a night shift, a 50% premium on hourly rate will apply.
- 9) The costs associated with preventive measures, testing and repercussion of COVID-19 are the client's responsibilities from the beginning till the end of the mandate, for example, but not limited to costs of screening, additional mobilization, and demobilization, standby and/or quarantine time, which will be invoiced according to the normal working hours on-site.
- 10) Cancellation of a mission: The cancellation, including schedule changes or postponement of a mission must be notified in writing (email) at least 5 days before mobilization.

**Cancellation Fees:**

- 1) Any non-refundable transportation costs (airplane, renting vehicles or others) will be charged at cost + 15%.
- 2) Any non-refundable accommodation costs (hotel or others) will be charged at cost + 15%.
- 3) If the cancellation is notified less than 5 days in advance, the above conditions apply, and an additional fee of 5 hours of project management will be charged.
- 4) No cancellation fees will be charged in cases of Force Majeure (natural disasters, conflicts, etc.).

**Repairs**

All items returned for repair, both warranty and non-warranty, must have an officially issued Return Material Authorization (RMA) number. Please contact GKM Consultants Inc. directly for more information and to initiate the Return Authorization process. The hourly rate for non-warranty repair is as per the proposal or quotation. Non-warranty repair should be accompanied by a purchase order to authorize the work. GKM Consultants Inc. will not accept, nor work on, returns that are lacking.

All returns for repair must be sent with shipping prepaid. All repairs are subject to the terms and conditions of the following warranty statement.

**Warranty Statement**

GKM Consultants Inc. warrants its products to be free of defects in materials and workmanship, under normal use and service for a period of 13 months from the date of purchase. If the unit should malfunction, it must be returned to the factory for evaluation. Upon examination by GKM Consultants Inc., if the unit is found to be defective, it will be repaired or replaced at no charge. However, the WARRANTY is VOID if the unit shows evidence of having been tampered with or shows evidence of being damaged as a result of excessive corrosion or current, heat, moisture or vibration, improper specification, misapplication, misuse or other operating conditions outside of GKM Consultants' control. Components which wear or which are damaged by misuse are not warranted. This includes fuses and batteries.

GKM Consultants Inc. distributes scientific instruments whose misuse is potentially dangerous. The instruments are intended to be installed and used only by qualified personnel. There are no warranties except as stated herein. There are no other warranties, expressed or implied, including but not limited to the implied warranties of merchantability and of fitness for a particular purpose. GKM Consultants Inc. is not responsible for any damages or losses caused to other equipment, whether direct, indirect, incidental, special, or consequential which the purchaser may experience as a result of the installation or use of the product. The buyer's sole remedy for any breach of this agreement by GKM Consultants Inc. or any breach of any warranty by GKM Consultants Inc. shall not exceed the purchase price paid by the purchaser to GKM Consultants Inc. for the unit or units, or equipment directly affected by such breach. Under no circumstances will GKM Consultants Inc. reimburse the claimant for loss incurred in removing and/or reinstalling equipment.

Every precaution for accuracy has been taken in the preparation of manuals and/or software; however, GKM Consultants Inc. neither assumes responsibility for any omissions or errors that may appear nor assumes liability for any damages or losses that result from the use of the products in accordance with the information contained in the manual or software.