

WARRANTY

1. The product manufactured by the Brandon Company are guaranteed against manufacturing defects for a period not exceeding one (1) year from the date of delivery. Such warranty covers the replacement of defective parts and the work done by the employees of the Brandon Truck Equipment Inc. and this, without prejudice and subject to the terms of the agreement entered into with the Brandon Truck Equipment Inc. Assembly and installation of products manufactured by of for Brandon Truck Equipment Inc. and sold by its authorized dealer must be carried out according to the book.
2. This warranty does not cover any defect that may affect the metal used in the manufacturing of the Brandon Company's products. Excluded from the present guarantee any paint or primer, claims resulting from abusive use of products manufactured for or by Brandon Truck Equipment Inc. and sold by its authorized dealer, particularly due to exceeding use of the bearing capacity of a cylinder's limits. In order to establish the coverage and the claim ability of the warranty, a claim in warranty must be submitted to the Brandon Truck Equipment Inc.
3. Such claim in warranty must be made in writing and no product or good shall be returned to Brandon Truck Equipment Inc. without having received the prior written authorization of the Company. Any merchandise returned without such authorization shall be refused and Brandon Truck Equipment Inc. will not take possession of it. The cost of return of merchandise shall be the responsibility of the purchaser and borne by him. Brandon Truck Equipment Inc. regarding any work performed without its prior authorization shall grant no reimbursement or allowance. Before any repair whatsoever is made upon presentation of a claim in warranty, Brandon Company shall examine the product and inform the purchaser whether or not its claim is covered by the warranty. The cost of examination shall be borne by the purchaser. Brandon Truck Equipment Inc. shall not be bound to abide by any warranty whatsoever if the purchaser's claim is not covered by this warranty.
4. The manufacturing warranty granted by the Brandon Truck Equipment Inc. shall apply only if the Brandon's products have been used and employed according to their proper use and specification. The Brandon Truck Equipment Inc. shall not issue nor shall it be bound to abide by any warranty whatsoever if the products have been abused or misused or used for improper purposes, or if the damages caused to the products are due to the purchaser's own fault by reason of his actions, neglect or omission or those of his employees, representatives, agents or trustees or if the products have been previously repaired, changed or altered by anyone without the prior written authorization of the Brandon Truck Equipment Inc.
5. Any repair, replacement or work not severed by this warranty and performed by Brandon Truck Equipment Inc. shall be reimbursed and paid by the purchaser to Brandon Truck Equipment Inc. within fifteen (15) days of the receipt of the invoice thereof. The said invoice shall carry accruing interests at the annual rate of twenty-four percent (24%) (2% monthly) until full payment of the capital and interest.
6. Without prejudice to the provisions of paragraph 5, the authorized dealer an/or the Manufacturer will deny all responsibilities for any claim for loss of use or any other claims that could be produced from a defect covered by the guarantee.
7. Without any obligation on its part, Brandon Truck Equipment Inc. reserves the right to cease at any time the manufacturing of any product or to change or modify any product without notice. Any addition, change or alteration made to a dump shall entail and adjustment of its base price.



TERMS AND CONDITIONS

This document shall become a binding contract of purchase and sale between the vendor and purchaser (notwithstanding that it has not been signed by or on behalf of the purchaser) with respect to any goods listed.

The property of the goods sold hereunder shall remain to the Vendor, Brandon Truck Equipment Inc. until such time as the full payment has been received from the Purchaser. However the Purchaser shall assume risk of the said goods sold hereunder from the time when the same shall have been handed over to the carriers for delivery to the Purchaser, the Purchaser assumes the complete responsibility of cost and delay from the carrier (F.O.B. St-Gabriel).

The purchaser shall maintain the said goods insured at their whole value and for lack of doing it, the Vendor himself will have the right to insure the said goods and add the cost of the premium to the balance owed by virtue of the present contract.

The price of sale of said goods as determined in the invoice should be paid in accordance with the terms stated on the face of the invoice.

Time is of the essence of this contract and should the Purchaser fail to pay any sum or sums due hereunder when they become due, or should the Purchaser going to bankruptcy or offer a proposal to his creditors under the Bankruptcy' Act on, should the whole or part of the goods sold be damaged or destroyed, or seized following judicial proceedings, or become subject to a lien, a mortgage or any other charge, then the whole of the balance due, under these presents, including interest, costs of other accessories, shall immediately become due and payable, without notice or formal demand. The Vendor shall there have the right to repossess the said goods sold, with or without judicial proceedings.

Without prejudice to the provisions of the previous paragraph, the Vendor Brandon Truck Equipment Inc., shall always have the right to retake possession of the said goods sold without judicial proceedings, if he has a reason to believe that the Purchaser's financial situation is deteriorating or the Vendor deems the property in danger of misuse or confiscation and more particularly if any sum due by the Purchaser to the Vendor for any cause, whatsoever should remain unpaid at maturity thereof.

Any and all sums due hereunder shall bear interest at the rate of 2% of the monthly balance after become due or 24% per year.

No returns accepted without Brandon Truck Equipment Inc.'s prior approval. 20% handling charges shall apply on all returns unless due to error on the part of the Vendor. Handling and freight fees to the Purchaser. No claim for shortage unless made within seven (7) days of delivery.

The Purchaser acknowledges having received a copy of this contract.

