



24 HOUR Emergency Service  
Telephone: 1-778-809-1111

Website: [www.anserservice.ca](http://www.anserservice.ca)  
Email: [sales@anserservice.ca](mailto:sales@anserservice.ca)

## INVOICE TERMS AND CONDITIONS

### **ANSER POWER SYSTEMS INC.**

#### **Terms and Conditions effective January 1 2012:**

#### **Terms are net cash due on receipt.**

Any invoice not paid within 30 days from the date of invoice will be charged at the rate of 2% per month, not to exceed the amount legally permissible or 24% per year. No credits shall be issued 10 days past invoice date.

**Taxes and Other Charges:** In addition to the price quoted for goods and or services sold, buyer shall pay any tax imposed by federal and or provincial laws.

In the event ANSER POWER SYSTEMS INC., extends credit to Buyer for the purchase of the goods or services reflected in this agreement, Buyer hereby grants to Prima Power Systems Inc., a security interest in and to the goods and materials sold and transferred to Buyer under this agreement to secure payment of the original purchase price of such goods.

This invoice shall also be deemed to constitute a security agreement. Buyer authorizes ANSER Power Systems, Inc., at its option, to sign and file a financing statement. Financial Responsibility: Reasonable doubt on the part of ANSER Power Systems, Inc. concerning the financial responsibility of Buyer shall entitle ANSER Power Systems, Inc. to stop operation, decline shipment, or stop any goods in transit or stop any work by it employees without liability until the goods and services have been paid for or until Buyer provides ANSER Power Systems Inc. reasonably satisfactory proof, to be determined by ANSER Power Systems Inc., of Buyer's financial responsibility. The terms of ANSER Power Systems, Inc. Standard Credit Terms and Collection Policy dated January 1 2012, will apply to all transactions.

**Attorney's Fees:** If any default is made in payment of amounts due for the sale of goods hereunder, Buyer agrees to pay ANSER Power Systems, Inc. reasonable cost of collection, including a reasonable attorney's fee, not to exceed the amount allowed by any applicable statute. In case of such default, if Buyer is a corporation or other limited liability entity, the Buyer's presiding officer(s) shall be deemed to have personally guaranteed this invoice.

ANSER Power Systems, Inc. shall not be responsible for delays in or failure of delivery resulting from causes or conditions beyond the control of ANSER Power Systems Inc. including, but not limited to: disputes, fires, floods or other casualties, public disturbances, government regulations, transportation delays, or material shortages; ANSER Power Systems Inc. shall not be responsible for loss or damage of goods in transit. In no event shall any delay on the part of ANSER Power Systems, Inc., whether fault of ANSER Power Systems Inc. or other, have any liability for consequential or incidental damages, including, but not limited to, loss of profits, loss of time, loss of production, increased overhead, loss of business opportunity, delays in production, costs of replacement components, increased cost of operation, increased cost of construction, damage to goodwill, inconvenience or other commercial or economic loss. Buyer agrees to indemnify and hold ANSER Power Systems Inc. harmless from all claims by third parties.

No returns will be allowed without written authorization from the Credit Department. All claims for defective goods, workmanship, errors, or shortages in goods delivered by ANSER Power Systems Inc. must be made in writing within 10 days from receipt of the goods. All returns and cancellations authorized by ANSER Power Systems Inc. are subject to a restocking charge. All Parts, Automatic Transfer Switches, Electrical Supplies, any New or Pre-Owned equipment, PTO and Generator sales will incur a 50 % restocking fee if cancelled or returned. Generator Set or Transfer switch cancellations within 15 days of purchase order date will incur a 25% cancellation fee. Generator Set or Transfer switch cancellations within 30 days of purchase order date will incur a 35% cancellation fee. Generator Set or Transfer switch cancellations beyond 30 days of purchase order date will incur a 50% cancellation fee. ANSER Power Systems, Inc. maintains the right to require completion of the purchase order and full payment within terms on cancellations more than 30 business days from purchase order date. ANSER Power Systems Inc. Credit Department has authorization to waive any return or cancellation fees.



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ANSER POWER SYSTEMS, INC., or Generator Manufacturer LIMITED WARRANTY APPLIES TO ENGINE GENERATOR SETS SOLD TO BUYER of any NEW product only. ANSER POWER SYSTEMS, INC. HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR PARTICULAR PURPOSE. ANSER Power Systems, Inc. liability on any claim, whether in tort or in contract and whether on account of ANSER Power Systems Inc. delivery of non-conforming goods or non-delivery, shall be limited to repair or replacement of the defective or non-conforming goods or repayment of the purchase price, as ANSER Power Systems Inc. may in its sole discretion elect. Buyer agrees to indemnify and hold ANSER Power Systems Inc. harmless from all claims by third parties which extend beyond the foregoing limitations on ANSER Power Systems Inc. liability.

Any description of the goods or services contained on ANSER Power Systems, Inc. sale forms or any other correspondence is for the sole purpose of identifying it, is not part of the basis of the bargain and does not constitute a warranty that the good or service shall conform to that description. The use of any sample in connection with sale is for illustrative purposes only, is not part of the basis for of the bargain and is not intended to be construed as a warranty that the goods will conform to the sample. Any affirmation of fact or promise made by ANSER Power Systems, Inc. is not part of the basis of the bargain and shall not constitute a warranty that the goods will conform to the affirmation or promise.

Buyer acknowledges that ANSER Power Systems, Inc. is a re-seller for other manufactured parts, and not an original manufacturer of any of the products sold under this agreement. ORAL STATEMENTS MADE BY ANSER POWER SYSTEMS, Inc. EMPLOYEES OR AGENTS DO NOT CONSTITUTE WARRANTIES and shall not be relied upon by the Buyer and are not a part of the contract for sale. Neither any failure nor any delay on the part of the ANSER Power Systems, Inc. in exercising any rights under this invoice shall operate as a waiver of any of Prima Power Systems, Inc. rights hereunder. Any clause required to be included in a contract of this type by any applicable law or governmental regulation shall be deemed to be incorporated herein.

Entire Agreement. This writing constitutes the entire expression of the parties' agreement and is a complete and exclusive statement of the terms of the agreement. The substantive law of the Province of British Columbia shall control any action premised upon this contract of sale, including, but not limited to, interpretation, performance or breach of contract. In the event any provision contained in this agreement shall be deemed in violation of applicable law, such provision shall be given no force and effect; provided, however, the balance of this sales contract will remain in full force. This agreement shall be deemed made and executed in Abbotsford, British Columbia, Canada; and venue for any legal proceedings herein shall be in Abbotsford, British Columbia, Canada.