

**TERMS AND CONDITIONS**

**1. APPLICATION OF TERMS AND CONDITIONS OF SALE**

1.1 The following terms and conditions shall govern the order by Client (as defined hereunder) and the sale by Steam Pro Systems ("SteamPro" or "Seller") of any product made available by SteamPro (hereby collectively called the "Product"). Certain additional terms may accompany the Product and shall apply but in case of conflict the following Terms and Conditions shall prevail.

1.2 By ordering the Product, whether by placing an order by phone, in person or by any other means, following a quotation or not, Client agrees that these Terms and Conditions of Sale (referred to as the "Terms and Conditions") shall govern the contract between Steam Pro Systems and the Client and supersedes any other terms and conditions that may be provided by the Client. Steam Pro Systems failure to object to provisions contained in any communication from the Client shall not be deemed a waiver of the Terms and Conditions.

1.3 "Client" means any person or entity ordering products from Steam Pro Systems.

1.4 These Terms and Conditions of Sale supersede any pre-printed terms on Client's orders and any previous written or oral communications or representations by either party related to the Product or the terms and conditions and may not be amended by Client without prior written consent of Steam Pro Systems.

**2. QUOTES; ORDERS; PAYMENT TERMS**

2.1 Subject to the terms contained in this section, any quotation provided by Steam Pro Systems will be valid for the duration stated in the quotation. If no duration is stated, such quotation will be valid for 48 hours.

2.2 Any order, to be valid, needs to be accompanied by a valid payment of the total sum of the value of the Product and shall be made by a pre-arranged method of payment acceptable to Steam Pro Systems, whether such order is made by purchase order via email or to any Steam Pro Systems representative.

2.3 Steam Pro Systems reserves its rights to cancel the order at its sole discretion by reimbursing the sums paid by the Client. Steam Pro Systems shall not otherwise be liable to the Client for cancellation of such orders.

2.4 Not with standing the above, if Client is provided by an invoice by Steam Pro Systems, such invoice is due with the terms outlined on the invoice itself. Any unpaid amount will bear interest at 1,5% per month (19,56% per year) from the due date.

**3. PRODUCT AVAILABILITY**

3.1 Product availability may be limited. Products ordered may not be available for immediate delivery. Steam Pro Systems reserves the right, without liability or prior notice, to revise or cease to make available the Product. If there are any revisions to or cessation of Products, Steam Pro Systems may, with Client's consent, ship Products which have similar functionality and specifications to the Products originally ordered. Client will be given the opportunity to either reject or accept the substitute Product and price for the substitute Product which may differ from the price of the original Product.

**4. SHIPPING AND HANDLING**

4.1 Steam Pro Systems reserves the right to refuse sales and/or delivery in certain areas of the world. Steam Pro Systems may be unable to ship to certain remote regions. Steam Pro Systems reserves the right to refuse or cancel orders where Steam Pro Systems has no commercially reasonable shipping option, and Steam Pro Systems shall not be liable to the Client for cancellation of such orders. In such a case, Steam Pro Systems will reimburse the sums already paid by the Client.

4.2 All of Steam Pro Systems machines are delivered via pallet or truck for a fixed fee in Canadian Provinces and the Continental USA. Delivery charges are applicable on all orders and are listed on your invoice. Delivery charges are applicable on accessories, brushes, repair parts. Charges for shipping and handling, if applicable, will be shown separately on the invoice. Client is responsible for all sales, use, goods and services, harmonized sales, and other taxes associated with the order. If applicable, a separate charge for taxes and duty will be shown on Steam Pro Systems invoice.

4.3 All orders received between Monday and Friday during normal business hours are dealt with within 24-48 hours. Orders received on weekends are dealt with the following Monday or Tuesday. Client understands that Steam Pro Systems cannot guarantee same day treatment.

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4.4 You must be available for the next 1-10 days to receive your shipment once your order is confirmed.

**5. RISK OF LOSS OR DAMAGE AND DELIVERY**

5.1 Title in the Product shall pass to Client once the Product has been fully paid. Risk of loss shall pass to Client “ex works” Steam Pro Systems premises.

5.2 Any delivery or shipment dates given by Steam Pro Systems are estimates only and Steam Pro Systems is not liable for any loss, damage, cost or expense for any failure to deliver in accordance with the given delivery or shipment date.

**6. RETURNS**

6.1 All sales are final but subject to the following return policy.

6.2 All custom order sales (SteamPro Industrial™ and custom-made accessories) are final and not returnable.

6.3 All sales purchased on a commercial lease through financing are final and the following return policy is not applicable.

6.4 Any standard accessories or hoses that are unused in new condition can be returned within 14 days from the date of delivery. The Client must notify Steam Pro Systems within 14 days from the date of delivery. The return will be subject to a 15% restocking fee. Returns must be shipped within the first 14 days after reception, and the tracking number must be provided to a Steam Pro System representative immediately.

6.5 No Accessories may be returned unless previously agreed to by Steam Pro Systems. The Client will be provided an RMA number to that must be included with the return shipment. Any shipment without a valid RMA will be returned to sender at the client’s cost.

6.6 All fees will be deducted from the customer’s refund after all costs associated with the transaction have been calculated; including but not limited to accessories used, scratches, cosmetic damages, hose usage, and any other damages.

6.7 All shipments must be returned with all shipping and insurance charges pre-paid. The Client is responsible for the shipping costs for both original shipment and also return shipment. Client will not be reimbursed for such charges, except where Product/Accessory/Parts are being returned because it is deemed defective by Steam Pro Systems.

6.8 All returns must be properly packaged to prevent damage during shipment. An explanation of the problem or damage and a proof of purchase must be submitted with the return.

6.9 The Product must be received in an almost new and sellable condition.

6.10 Client will be responsible for insurance of the merchandise (at his costs) because Steam Pro Systems will not be responsible for damages or losses during shipment.

**7. LIMITED WARRANTY**

7.1 LIMITED WARRANTY FOR INDUSTRIAL STEAM CLEANERS (SteamPro Industrial™)

7.2 For a period of twenty-four (24) months following the purchase of the Product (the “Warranty period”), if the Client has used the Product under normal use and in strict conformity with the instructions and/or manual of operations provided by Steam Pro Systems and discovers any defects in material or workmanship and notifies Steam Pro Systems in writing thereof during the Warranty period, Steam Pro Systems shall use reasonable commercial efforts to repair or replace that portion of the Product found by Steam Pro Systems to be defective in material or workmanship or refund the purchase price of the Product or replace the Product or a portion of same. All units sold prior to March 1, 2020 have an eighteen (18) month warranty.

7.3 The Warranty excludes accessories and consumables, hoses, shipping and handling costs.

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7.4 The warranty is void:

- a) if the damages a result of an accident, abuse, freezing, impact, alteration, non-authorized usage, a major force, or use of other electricity than that indicated on the Product;
- b) if the product was used with other substances besides water in the water chamber;
- c) if repairs, modifications, or alterations were done by a person not authorized by Steam Pro Systems;
- d) the owner or user neglected to do routine maintenance required and the damages or problems are directly related to such neglect. It is the Client's responsibility to keep equipment in proper condition and to use exclusively Steam Pro Systems cleaning products as to not damage the internal components.

7.4 Notwithstanding sections 7. 1 and 7.2, Steam Pro Systems offers a lifetime warranty on boilers and a lifetime support by telephone.

7.5 It is understood that certain parts of the equipment are not covered by the Steam Pro Systems warranty due to the fact they require replacement after multiple use. Such parts include, but are not limited to, buttons, hoses, seals, etc. These parts will eventually require replacement at the Client's cost.

7.6 Steam Pro Systems makes no warranty or representation that the Product complies with any local laws, rules or regulations and Client shall be responsible for obtaining all permits or authorizations required by any regulatory body for installation or use of the product.

7.7 STEAM PRO SYSTEMS MAKES NO OTHER WARRANTIES OR CONDITIONS AND THE WARRANTY STATEMENT IS IN LIEU OF ALL OTHER WARRANTIES, REPRESENTATIONS, PROMISES, OR CONDITIONS, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. STEAM PRO SYSTEMS EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS NOT STATED HEREIN. ANY IMPLIED WARRANTIES AND CONDITIONS THAT MAY BE IMPOSED BY LAW ARE LIMITED IN DURATION TO THE WARRANTY PERIOD. STEAM PRO SYSTEMS LIABILITY FOR WARRANTY CLAIMS IS LIMITED TO REPAIR OR REPLACEMENT AS SET FORTH HEREIN.

7.8 The Client represents that it shall strictly comply with the operation instructions or manual provided by Steam Pro Systems in relation with the Product. FAILURE TO DO SO SHALL EXONERATE STEAM PRO SYSTEMS FROM ANY WARRANTY AND LIABILITY WHATSOEVER.

7.9 This warranty is to benefit the original purchaser of the product. The warranty is not transferable beyond the original purchaser.

**8. EXCLUSION AND LIMITATION OF LIABILITY**

8.1 FOR ANY BREACH OF THESE TERMS AND CONDITIONS, STEAM PRO SYSTEMS, OR ITS EMPLOYEES, AGENTS, DIRECTORS, OFFICERS, SUBCONTRACTORS OR SUPPLIERS, SOLE AND EXCLUSIVE MAXIMUM LIABILITY SHALL NOT IN ANY EVENT EXCEED THE TOTAL PRICE OF THE PRODUCT PAID BY CLIENT. IN NO EVENT WILL STEAM PRO SYSTEMS BE LIABLE TO CLIENT FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL DAMAGES, INJURY TO PERSON OR PROPERTY, OR ECONOMIC LOSS (INCLUDING BUT NOT LIMITED TO LOSS OF EXPENDITURES, INVESTMENTS, COMMITMENTS OR LOST PROFITS) ARISING FROM ANY CLAIM OR ACTION, INCIDENTAL OR COLLATERAL TO, OR DIRECTLY OR INDIRECTLY RELATED TO THE PURCHASE OR LICENCE OF THE PRODUCT HEREUNDER.

**9. FORCE MAJEURE**

9.1 For all purposes hereof, force majeure includes any act of God, war, mobilization, governmental regulation, strike, lockout, drought, flood, total or partial fire, obstruction of navigation, loss, damage or detention in transit, defective materials or delays by shippers, or other contingencies or causes beyond Seller's control which might prevent the manufacturer, shipment or delivery of Goods covered hereby. Performance of Seller's obligations may be suspended pending force majeure, without Seller being responsible to Client for any damages or losses resulting from such suspension.

**10. ARBITRATION, GOVERNING LAW AND JURISDICTION**

10.1 These Terms and Conditions shall be strictly and exclusively followed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein without regard to principles of conflict of law and specifically excluding the provisions of the 1980 UN Convention on Contracts for the International Sales of Goods. Without limiting the foregoing, Client irrevocably and unconditionally agrees that any suit, action, or other legal proceeding arising out of or relating to these Terms and Conditions or any transaction hereunder must be decided by binding arbitration in accordance with the Rules of the Canadian Arbitration Association and any such arbitration proceedings shall be brought and held in Ontario, CANADA. The decisions of the arbitrators shall be binding and conclusive upon all parties involved and judgment upon any award of the arbitrators may be entered by any court having competent jurisdiction. This provision shall be specifically enforceable in any court of competent jurisdiction.

10.2 In case arbitration shall be impracticable then any suit, action, or other legal proceeding arising out of or relating to these Terms and Conditions or any transaction hereunder must brought to the tribunals of the District of Toronto, Province of Ontario, Client consents to the exclusive jurisdiction of such court in any such suit, action or proceeding ; Client waives any objection to the laying of the venue of any such suit, action or proceeding in any such courts; and Client waives any right that it may have to assert the defense of forum non-conveniens in any such suit, action or proceeding.

**11. EXPORT CONTROL**

11.1 By accepting this agreement you confirm that you are not located in (or a national resident of) any country under Canadian or U.S. Economic embargo or sanction, not identified on any U.S. Department of Commerce Denied Persons List, Entity List of proliferation concern or Canadian equivalent, on the US State Department Debarred Parties List or Treasury Department Designated Nationals exclusion list or any Canadian equivalent, and not directly or indirectly involved in the financing, commission or support of terrorist activities or in the development or production of nuclear, chemical, biological weapons or in missile technology programs as specified in the U.S. Export Administration Regulations (15 CRF 744) and hardware, software, technology, or services may not be exported, re-exported, transferred or downloaded to any such entity.

**12. NO RESALE**

12.1 Client agrees and represents that it is buying the Product for its own internal use and not for resale. Client undertakes not to proceed to any type of reverse engineering on the Product or to copy the Product in any way. Client undertakes not to sell, transfer or assign in any way the Product to other manufacturers or distributors of devices or software similar to the Product.

**13. NO ASSIGNMENT**

13.1 Client may not assign its rights or obligations under this Agreement without the express written consent of Steam Pro Systems.

**14. SEVERABILITY**

14.1 If any provision or provisions of these Terms and Conditions be held to be invalid, illegal or unenforceable, such provision shall be enforced to the fullest extent permitted by applicable law, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**15. WEBSITE USE, CONTENT & COPYRIGHT**

15.1 This website steamprosystems.com ("Website") and its contents are the exclusive property of Steam Pro Systems. Your use of this website and any transactions made on this website are subject to the present terms of use. By visiting and/or using this website, by consulting it or by making purchases, you acknowledge the applicability of the present terms of use which you undertake to respect and not to make any illegal use of this website or any use which could prejudice in any way whatsoever Steam Pro Systems, its subsidiaries, affiliates, members or business partners. Steam Pro Systems reserves the right to modify or revise the present terms of use at any time without notice. By using this website following any such modification or revision, you agree to be bound by such modification or revision. We recommend to consult the terms of use at each use of this website.

15.2 The Website and all logos, texts, graphics, images, videos, soundtracks or all organization of these elements are the property of Steam Pro Systems and are protected under the applicable intellectual property legislation and regulations in Canada and in the world. The contents of this website, including namely all logos, texts, graphics, images, videos, soundtracks or any other element of this website cannot, in part or in whole, be copied, duplicated, printed, archived, re-edited, downloaded, displayed, sold, assigned, transferred, modified or otherwise diffused, on paper format or other format created or to be created, electronic or other, without Steam Pro Systems prior consent. However, subject to the respect of the present terms of use, you may view and print elements that are part of this website but strictly for private, personal and non-commercial use.

#### **16. INTELLECTUAL PROPERTY**

16.1 Client agrees that any invention, patent, industrial design, copyrightable document, Website content or object as well as any technical, scientific, marketing or commercial know-how or trade secret relating to the Product, including but not limited to any inventions, patents, copyright and industrial design (hereinafter described as the “Industrial Property”) is the exclusive property of Steam Pro Systems.

16.2 Client recognizes and acknowledges that all the trademarks applied on or otherwise used in relation to the Product, whether registered or not (the “Trademarks”), are the exclusive properties of Steam Pro Systems.