

K.H.R. Associates Inc.

*19C Cannon Rd, Etobicoke, ON, Canada M8Y 1R8
Phone: 1 416 503 2560, Emergency: 1 416 999 2987
E-Mail: info@khrvac.com Website: http://khrvac.com*

Terms and Conditions of Sale / HLD Service Agreement

Last updated: January 2019

Please read these Terms & Conditions of Sale / HLD Service Agreement carefully before using the Helium Leak Detection (HLD) Service, provided by K.H.R. Associates Inc.

These Terms & Conditions of Sale / HLD Service Agreement are governed by, and is to be construed and enforced in accordance with the laws of the Province of Ontario.

Your access to, and use of the HLD Service is conditioned on your acceptance of, and compliance with these Terms and Conditions of Sale.

These Terms apply to all customers, users, sub-contractors and others who access or use the Service.

By accessing or using the Service, you agree to be bound by these Terms and Conditions of Sale. If you disagree with any part of these Terms and Conditions of Sale, then you may not access the Service.

Purchasing the HLD Service

If you wish to purchase the HLD Service package, you may be asked to supply certain information, without any limitations, relevant to your equipment, regimes of operation, industry/process acceptance criteria, presence of aggressive chemicals; explosive, combustible and radioactive materials, etc... Failure to provide the requested information may result in a temporarily suspended access to, or termination of our Service immediately, without any prior notices made neither – verbally or in written.

Placing Purchase Order & Scheduling

By placing your Purchase Order you agree to be bound by these Terms and Conditions of Sale, as described herein.

Placing Purchase Orders and scheduling the Service appointments shall be managed in cooperation with K.H.R. Associates Inc. management, coordinating the service appointments dates, and taking into consideration the current service load, emergency situations, unexpected Customer's equipment failure, etc... The proposed dates of the Service appointments could always be conveniently negotiated to prevent any possible interruption of critical production, research and educational processes.

Subscription to the Preventative Maintenance Plan

By signing a customized, pre-scheduled (on a bi-weekly, monthly, quarterly or annually basis) HLD Preventative Maintenance Plan Agreement, the Customer gains guaranteed access to the Service and technical assistance strictly in accordance with the original schedule, and being performed at a fixed discounted prices.

Any emergency maintenance requests, placed by a Preventative Maintenance Plan (PMP) Program's participant will be taken into consideration as a top priority and will be processed immediately, at the earliest possibility and at the same discounted prices.

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Billing, Currency and Payment Terms

All payment(s) made by an irregular customer (not a Preventative Maintenance Plan (PMP) Program's participant) shall be based on C.O.D. (collect on delivery) payment options.

Some parts of the Service are billed on a subscription basis ("Subscription to the Preventative Maintenance Plan") and might also be billed in advance, as agreed, in accordance with a pre-approved service/payment schedule.

Working overtime (working outside the standard business hours of 8:00 AM to 5:00 PM, including transportation to, and from the Customer's job-site), as well as working on weekends (Saturdays and Sundays) shall be charges at a time-and-a-half rate; working on Statutory Holidays shall be charged at a doubled rate.

The cost of accommodation, meals and other travel expenses (if necessary/occurred) shall be charged and reimbursed accordingly to the actual amounts as an integrated part (itemized fee) on an Invoice.

All sums contained in, or related to this HLD Service Agreement are shown in Canadian Funds.

Content & Entitlement

K.H.R Associates Inc. Entitlement

K.H.R Associates Inc. shall perform, in the best possible (the most technically advanced and time-saving) manner, the Helium Leak Detection (HLD) Service in order to detect, locate and quantify leaks with some recommendations on the specifics of repair and the following (after-repair) leak test, if/when necessary.

Customer's Entitlement

The Customer shall provide easy and convenient access to all parts of the system/equipment, being tested, anytime during the pre-scheduled HLD Service hours.

The Customer shall appoint a company's representative (familiar with the tested system/equipment) to assist the K.H.R Associates Inc. technician during the HLD testing and be responsible for all the technical and safety issues, related to the system/equipment, being tested.

Important: The Customer is further acknowledged and agrees that K.H.R. Associates Inc. shall not be responsible or liable, directly or indirectly, for any equipment failure, loss, or damage caused, or alleged to be caused in connection with use of HLD Service by any means.

Changes

We reserve the right, at our sole discretion, to modify or replace these Terms and Conditions of Sale at any time. We will try to provide at least thirty (30) days' notice prior to any new Terms and Conditions of Sale taking effect.

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Refund Policy

Due to the specifics/nature of the HLD Service, neither refunds nor credits could ever be considered under any circumstances at any stage of performing the HLD procedures.

Disclosures for Terms of Use (Warranty & Termination)

Access to, and use of the HLD Service is conditioned on the Customer's acceptance of, and compliance with these Terms and Conditions of Sale. If the Customer/User does not agree with the Terms and Conditions of Sale, there will be no access to the Service, nor any part of the Service at any time.

Warranty Disclaimer

Due to the specifics/nature of the HLD Service K.H.R. Associates Inc. can not provide any warranty, as well as can not guarantee the system/equipment integrity parameters after performing HLD Service and shall not be responsible or liable, directly or indirectly, for any further discovered leaks opened after, or as a result of repairing the existing leaks detected during the HLD Service.

Limitation of Liability

K.H.R. Associates Inc. shall not be responsible or liable, directly or indirectly, for any equipment failure, damage or loss caused or alleged to be caused by, or in connection with use of HLD Service by any means.

K.H.R. Associates Inc. shall not be responsible or liable, directly or indirectly, for any further discovered leaks opened after, or as a result of repairing the existing leaks detected during the HLD Service, or any other production and safety issues resulting or related to newly opened leaks.

Important: HLD Service cannot be considered, by any means, as a life-saving measure or a life-saving diagnostic instrumentation for **Lethal Service** (service utilizing poisonous gases or liquids of such a nature that a very small amount of the gas or the vapor of the liquid, mixed or unmixed with air, is dangerous to life when inhaled...this class includes substances of this nature that are stored under pressure, or may generate a pressure if stored in a closed vessel (ASME Boiler and Pressure Vessel Code, Section VIII, Div. I).

Termination disclosure

All provisions of the Terms and Conditions of Sale, which by their nature should survive termination, shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

K.H.R. Associates Inc. may terminate or suspend access to this Service immediately, without a prior notice of liability, if we believe that the Customer has not complied with these Terms and Conditions of Sale.

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K.H.R. Associates Inc. also may, at sole discretion, cancel your access to the Service immediately and without a prior notice, if any traces of aggressive, poisoning, flammable, explosive gases or fluids, are detected without a prior notification by the Customer.

K.H.R. Associates Inc. may request, and the Customer shall submit MSDS sheets on all substances used in the system/equipment being tested.

Termination of the Preventative Maintenance Plan Membership

The Preventative Maintenance Plan Agreement shall stay in force within one (1) calendar year and shall be terminated or revised on the said date, if the Customer is not completely satisfied with the Service. The Preventative Maintenance Plan Agreement can also be terminated and extended/renewed, if K.H.R. Associates Inc. and the Customer are mutually agreed to terminate the entire Agreement and supersede the entire Agreement with another Agreement of the same nature that shall be advised, in written, by all parties forthwith.

If the Customer (a Member of the Preventative Maintenance Plan Program) does not wish to have an account with K.H.R. Associate Inc. any longer, the Customer may terminate his account, at his sole discretion, by sending us an e-mail at info@khrvac.com - no refunds nor credits shall be issued on behalf of the Customer, which terminated an account with K.H.R. Associates Inc.

If the Customer does not accept these Terms and Conditions of Sale, or any future modifications to these Terms and Conditions of Sale, the Customer must cease using the Service. Continues use of the Service indicates that the Customer continues acceptance of the Terms and Conditions of Sale, as well as the Preventative Maintenance Plan Agreement.

Intellectual Property Disclosure

It is understood that the K.H.R. Associates Inc. HLD specific methods, techniques and technologies represent intellectual properties belonging to the said party and are protected by international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

General

K.H.R. Associates Inc. reserves the right to make additions, deletions, or modification to the technical contents of the Service at any time without prior notice.

K.H.R. Associates Inc. shall not be liable for any delays, deviations or cancellations of the Service as a result of unforeseen troubles caused by acts of God or other circumstances beyond the reasonable control of the K.H.R. Associates Inc. management.

At K.H.R. Associated Inc. we always look forward to be of your service – should you have any questions or would like further information, please do not hesitate to contact us at your earliest convenience at the numbers shown above.