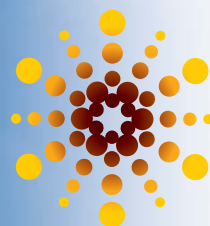




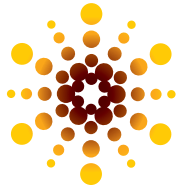
Fall Protection Catalogue CANADIAN

2017



Trylon

ALL PRICES IN CANADIAN DOLLARS



Trylon

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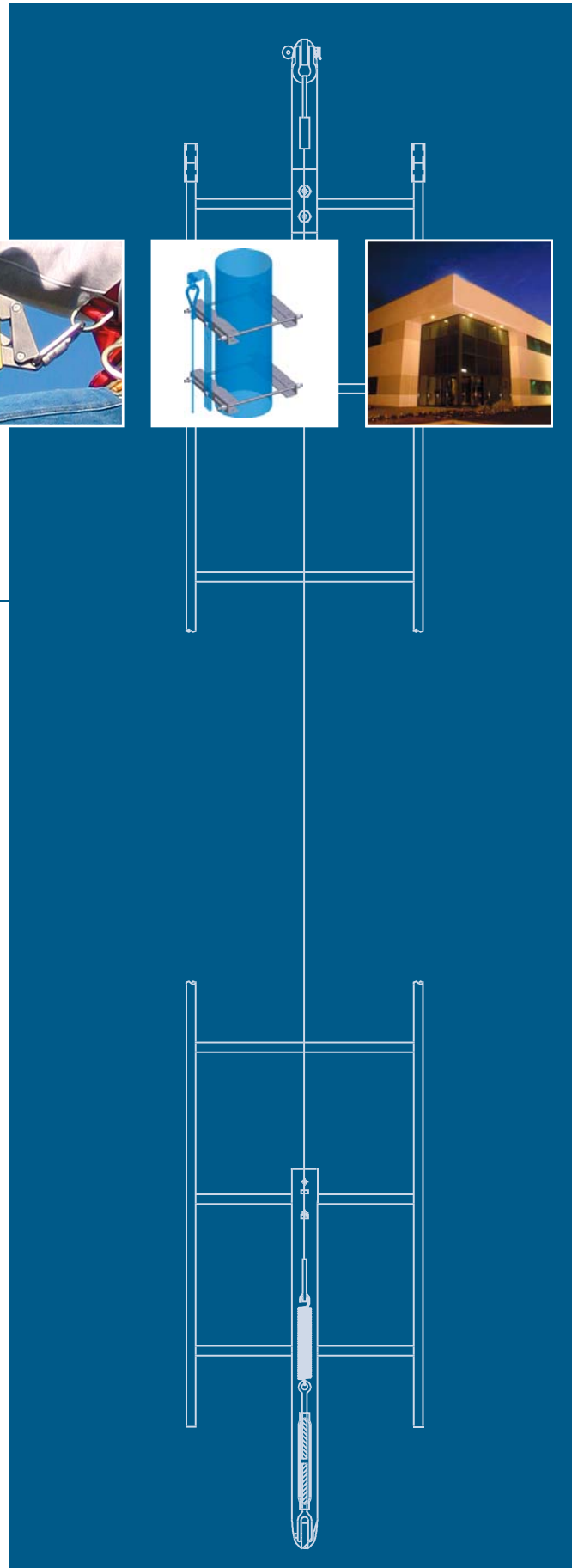
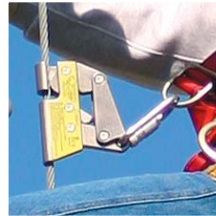
Highest Levels of Safety

Certified to USA and Canadian standards:

- ANSI Z359.2.1-M1992 Personal Fall Arrest
- OSHA compliant
- CSA Z259.2.1-98 Personal Fall Arrest Systems (Cable)
- CSA Z259.2.1-98 T.I.L.S.-02 Fallback (Safety Rail and Trolley)
- Field-proven in extreme climates

Notes

1. All prices shown in this Fall Protection Price & Data Book are "Suggested List Prices" only, and are subject to change without notice.
2. All prices shown in this Fall Protection Price & Data Book are in Canadian dollar funds.



3/8" Safety Cable Systems



Ladder-Mount 3/8" Cable System (No Slider)

Kits include appropriate length of aircraft cable, top and bottom support brackets, 12" tensioning turnbuckle, tension spring, and all hardware necessary for attachment to climbing ladders with ladder rungs up to 1.2" diameter. Intermediate cable guides included for 25' intervals.

Part #	Description	Ship Wt (lbs)	List Price	Image	
Galvanized Steel					
4.99.0220.000	20' Kit	44	\$378		
4.99.0250.000	50' Kit	47	\$459		
4.99.0300.000	100' Kit	60	\$567		
4.99.0305.000	150' Kit	75	\$675		
4.99.0310.000	200' Kit	87	\$783		
4.99.0315.000	250' Kit	102	\$891		
4.99.0320.000	300' Kit	117	\$999		
4.99.0325.000	350' Kit	129	\$1,107		
4.99.0330.000	400' Kit	144	\$1,215		
4.99.0335.000	450' Kit	158	\$1,323		
4.99.0340.000	500' Kit	173	\$1,431		
4.99.0345.000	550' Kit	188	\$1,539		
4.99.0350.000	600' Kit	203	\$1,647		
Stainless Steel					
4.99.0220.001	20' Kit	44	\$329		
4.99.0250.001	50' Kit	47	\$402		
4.99.0300.001	100' Kit	60	\$601		
4.99.0305.001	150' Kit	75	\$793		
4.99.0310.001	200' Kit	87	\$1,161		
4.99.0315.001	250' Kit	102	\$1,411		
4.99.0320.001	300' Kit	117	\$1,663		
4.99.0325.001	350' Kit	129	\$1,633		
4.99.0330.001	400' Kit	144	\$1,834		
4.99.0335.001	450' Kit	158	\$2,035		
4.99.0340.001	500' Kit	173	\$2,237		
4.99.0345.001	550' Kit	188	\$2,438		
4.99.0350.001	600' Kit	203	\$2,653		
4.99.0370.001	800' Kit	N/A	\$3,514		

3/8" Safety Cable Systems



Ladder-Mount 3/8" Cable System with Slider and Karabiner

Kits include a fall arrest slider, a karabiner, appropriate length of aircraft cable, top and bottom support brackets, 12" tensioning turnbuckle, tension spring, and all hardware necessary for attachment to climbing ladders with ladder rungs up to 1.2" diameter. Intermediate cable guides included for 25' intervals.

Part #	Description	Ship Wt (lbs)	List Price	Image	
Galvanized Steel					
4.99.0400.200	20' Kit	48	\$837		
4.99.0400.500	50' Kit	51	\$918		
4.99.0400.000	100' Kit	64	\$1026		
4.99.0405.000	150' Kit	79	\$1134		
4.99.0410.000	200' Kit	91	\$1242		
4.99.0415.000	250' Kit	106	\$1350		
4.99.0420.000	300' Kit	121	\$1458		
4.99.0425.000	350' Kit	133	\$1566		
4.99.0430.000	400' Kit	148	\$1674		
4.99.0435.000	450' Kit	162	\$1782		
4.99.0440.000	500' Kit	177	\$1890		
4.99.0445.000	550' Kit	192	\$1998		
4.99.0450.000	600' Kit	207	\$2106		
4.99.0450.650	650' Kit	222	\$2214		
4.99.0450.700	700' Kit	237	\$2322		
4.99.0450.750	750' Kit	252	\$2430		
4.99.0450.800	800' Kit	267	\$2538		
Galvanized Steel					
4.99.0400.201	20' Kit	48	\$605.00		
4.99.0400.501	50' Kit	51	\$678.00		
4.99.0400.001	100' Kit	64	\$877.00		
4.99.0405.001	150' Kit	79	\$1,069.00		
4.99.0410.001	200' Kit	91	\$1,335.00		
4.99.0415.001	250' Kit	106	\$1,554.00		
4.99.0420.001	300' Kit	121	\$1,825.00		
4.99.0425.001	350' Kit	133	\$1,908.00		
4.99.0430.001	400' Kit	148	\$2,110.00		
4.99.0435.001	450' Kit	162	\$2,311.00		
4.99.0440.001	500' Kit	177	\$2,513.00		
4.99.0445.001	550' Kit	192	\$2,714.00		
4.99.0450.001	600' Kit	207	\$2,953.00		
4.99.0450.701	700' Kit	237	\$3,438.00		
4.99.0450.801	800' Kit	267	\$3,889.00		

3/8" Safety Cable Systems



Step-Bolt/Monopole 3/8" Cable System (No Slider) Kit bolts onto brackets (not included). Bracket tabs are welded onto tower during fabrication.

Kits include appropriate length of aircraft cable, top and bottom support brackets, bottom plate, 12" tensioning turnbuckle, tension spring, and all hardware necessary for attachment to pre-welded tabs. Intermediate cable guides included for 25' intervals.

Part #	Description	Ship Wt (lbs)	List Price	Image	
Galvanized Steel					
4.99.0800.050	50' Kit	30	\$389		
4.99.0800.100	100' Kit	43	\$508		
4.99.0800.150	150' Kit	56	\$627		
4.99.0800.200	200' Kit	70	\$746		
4.99.0800.250	250' Kit	83	\$864		
4.99.0800.300	300' Kit	96	\$983		
4.99.0800.350	350' Kit	110	\$1102		
Stainless Steel					
4.99.0800.051	50' Kit	30	\$383		
4.99.0800.101	100' Kit	43	\$580		
4.99.0800.151	150' Kit	56	\$771		
4.99.0800.201	200' Kit	70	\$1,036		
4.99.0800.251	250' Kit	83	\$1,254		
4.99.0800.301	300' Kit	96	\$1,637		
4.99.0800.351	350' Kit	110	\$1,605		

Leg-Mount 3/8" Cable System (No Slider) Kit attaches to angle leg (60° and 90°) up to 4"x4", and round leg towers up to 3.75" OD.

Kits include appropriate length of aircraft cable, top and bottom cable supports, universal leg attachment, 12" tensioning turnbuckle, tension spring, and all hardware. Intermediate cable guides included for 25' intervals.


Part #	Description	Ship Wt (lbs)	List Price	Image	
Galvanized Steel					
4.99.0485.050	50' Kit	80	\$886		
4.99.0485.100	100' Kit	115	\$994		
4.99.0485.150	150' Kit	130	\$1102		
4.99.0485.200	200' Kit	155	\$1210		
4.99.0485.250	250' Kit	180	\$1350		
4.99.0485.300	300' Kit	205	\$1485		
4.99.0485.350	350' Kit	230	\$1620		
4.99.0485.400	400' Kit	250	\$1836		
Stainless Steel					
4.99.0485.051	50' Kit	80	\$567		
4.99.0485.101	100' Kit	115	\$865		
4.99.0485.151	150' Kit	130	\$1,107		
4.99.0485.201	200' Kit	155	\$1,445		
4.99.0485.251	250' Kit	180	\$1,731		
4.99.0485.301	300' Kit	205	\$2,187		
4.99.0485.351	350' Kit	230	\$2,228		
4.99.0485.401	400' Kit	250	\$2,500		

Fall Arrest Slider & Harness



Fall Arrest Sliders

COUGAR SLIDER IS APPROVED ON BOTH 3/8" AND 5/16" CABLE.


Part #	Description	List Price	Image
4.99.0101.001	Cougar Stainless Steel Slider with Karabiner (works on 3/8" or 5/16" diameter wire rope)	\$459	
4.99.0102.001	Cougar Stainless Steel Slider without Karabiner (works on 3/8" or 5/16" diameter wire rope)	\$410	
4.99.0103.000	Karabiner (model C-415-11)	\$49	

Universal Safety Harness

Part #	Description	List Price	Image
4.96.0100.000	Universal sizing. One size fits all.	\$440	

Cable Retrofit Accessories

Stand-Off Bracket (Cable Guide) Assemblies

Part #	Description	List Price	Image
4.99.0204.000	Holds 3/8" cable in place, preventing it from lashing in the wind or rubbing against the structure. Fits rungs up to 1" in size. Includes mounting hardware.	\$44	

Cable Retrofit Accessories



Universal Leg Attachment Kits for Step-Bolt Towers and Poles without Climbing Ladders

These are connection brackets that act as an interface between Trylon's standard climbing system and towers or poles that have no climbing ladder. Such structures tend to be older with step-pegs or use the tower cross-bracing as the climbing facility. Includes mounting hardware.

Part #	Description	List Price	Image
4.99.0202.600	Fits 1.5" to 11" OD round, 3" to 8" 60° or 90° angle legs, includes mounts for top and bottom of structure	\$540	
4.99.0202.601	Fits 1.5" to 11" OD round, 3" to 8" 60° or 90° angle legs, top or bottom attachment only	\$270	
4.99.0202.602	Fits 11" to 17.75" OD round, up to 10" 60° or 90° angle legs, top or bottom attachment only	\$270	
4.99.0202.605	Fits 18" to 24" OD round, up to 10" 60° or 90° angle legs, top or bottom attachment only	\$303	
4.99.0202.606	Fits 24.25" to 30" OD poles, top or bottom attachment only	\$351	
4.99.0202.607	Fits 30.25" to 36" OD poles, top or bottom attachment only	\$432	
4.99.0202.608	Fits 36.25" to 42" OD poles, top or bottom attachment only	\$459	
4.99.0202.609	Fits 42.25" to 48" OD poles, top or bottom attachment only	\$540	

Stand-Off Universal Mount for Round Legs

Ideal for retrofitting older towers and step-bolt towers with fall arrest. Includes mounting hardware. Does not include stand-off bracket.

Part #	Description	List Price	Image
4.99.0202.610	Fits 1.5" to 3" OD tower legs	\$108	
4.99.0202.611	Fits 3.25" to 6.5" OD tower legs	\$130	
4.99.0202.612	Fits 6.75" to 10.625" OD tower legs	\$130	
4.99.0202.613	Fits 10.75" to 14" OD tower legs	\$141	
4.99.0202.614	Fits 16" to 18" OD tower legs	\$141	

Stand-Off Bracket Universal Mount for Angle Legs

Ideal for retrofitting older towers and step-bolt towers with fall arrest. Includes mounting hardware. Does not include stand-off bracket.

Part #	Description	List Price	Image
4.99.0202.619	Fits 2" to 3" 60° angle legs	\$72	
4.99.0202.620	Fits 4" to 5" 60° angle legs	\$72	
4.99.0202.621	Fits 6" to 8" 60° angle legs	\$72	
4.99.0202.710	Fits 2" to 4" 90° or 60° angle legs	\$72	
4.99.0202.090	Fits 4" to 8" 90° angle legs	\$78	
4.99.0202.711	Fits 5" to 6" 60° angle legs	\$84	

Retrofit Kit for Mounting Stand-Off Brackets to Angle $\leq 1.25"$

Part #	Description	List Price	Image
4.99.0205.100	Prevents collapse at back of angle-style ladder rungs. Includes one stand-off collar, two .375" x 2.5" Gr.5 full-thread bolts, mounting hardware, and regular stand-off bracket.	\$17	

Bolt Adapter Kit

Part #	Description	List Price	Image
4.99.0203.001	The Bolt Adapter Kit replaces standard bolts to fit horizontal rungs and angles up to 2" x 2". Kit includes six 0.5" x 3.5" Gr.5 bolts and two 0.5" x 4" Gr.5 bolts.	\$51	

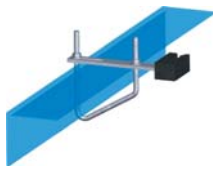
Illustration Note: Items shown in blue are sold separately.

Cable Retrofit Accessories




Retrofit Stratos Stand-Off Brackets

For use when stand-off brackets must be fastened directly to angular ladder rungs greater than 1.25" diameter. Ideal for older towers that have no climbing ladders. Includes mounting hardware.


Part #	Description	List Price	Image
4.99.0204.310	Fits 1.5" x 1.5" to 2" x 2" angle	\$102	
4.99.0204.311	Fits 2.5" x 2.5" angle	\$102	
4.99.0204.312	Fits 3" x 3" angle	\$102	
4.99.0204.313	Fits 3.5" x 3.5" angle	\$102	
4.99.0204.314	Fits 4" x 4" angle	\$102	

Universal Face Mount Kit for Guyed Towers without Climbing Ladders

Staggered holes on face of main support angles, plus backing plates with slotted holes enable adjustment for different face widths and leg diameters. Includes angles, backing plates, threaded rod, and hardware. NOTE: User is responsible for determining whether the tower or support structure meets the minimum anchorage requirements stated by OSHA/ANSI. Only use this kit with Trylon 3/8" safety climb systems.

Part #	Description	List Price	Image
4.99.0205.010	Fits any center-to-center face width from 18" to 36" and legs from 1.25" to 4" OD	\$454	
4.99.0205.015	Fits any center-to-center face width from 11.25" to 24.25" and legs from 1.25" to 3.5" OD	\$405	

Extension Bar for Safety Cable Support

Part #	Description	List Price	Image
4.99.0202.604	Enables worker to go 3' above ladder top while still attached for easier detachment from slider, and can be attached to horizontal angles up to 3" x 3".	\$260	

Wood Pole Safety Cable System

Includes special attachment hardware for top and bottom brackets to interface with a wood pole, plus special components for intermediate cable guides.


Part #	Description	List Price	Image
Galvanized Steel			
4.99.0490.050	50' Wood Pole 3/8" Safety Cable and Hardware, no Slider	\$486	
4.99.0490.100	100' Wood Pole 3/8" Safety Cable and Hardware, no Slider	\$594	
4.99.0490.150	150' Wood Pole 3/8" Safety Cable and Hardware, no Slider	\$740	
Stainless Steel			
4.99.0990.050	50' Wood Pole 3/8" Safety Cable and Hardware, no Slider	\$498	
4.99.0990.100	100' Wood Pole 3/8" Safety Cable and Hardware, no Slider	\$745	
4.99.0990.150	150' Wood Pole 3/8" Safety Cable and Hardware, no Slider	\$1,084	

Illustration Note: Items shown in blue are sold separately.

Safety Rail Kits



20' Length Safety Rail Kits for Ladder Mounting (no trolley)

Comes with all mounting hardware including hot-dip galvanized backer plates, 3/8"x2" bolts, nuts and lock washers. Top-most rail section includes 3/8"x2 1/2" stainless steel STOP-BOLT for safety.

Part #	Description	List Price	Ship Weight (lbs)	Ship L"xW"*	Image
4.97.0400.020	20' Safety Rail Kit	\$316	30	1pc @ 20x1	
4.97.0400.040	40' Safety Rail Kit	\$573	50	1pc @ 20x1	
4.97.0400.060	60' Safety Rail Kit	\$830	70	1pc @ 20x1	
4.97.0400.080	80' Safety Rail Kit	\$1,184	90	1pc @ 20x1	
4.97.0400.100	100' Safety Rail Kit	\$1,441	110	1pc @ 20x1	
4.97.0400.120	120' Safety Rail Kit	\$1,698	130	1pc @ 20x1	
4.97.0400.140	140' Safety Rail Kit	\$2,020	160	2pc @ 20x1	
4.97.0400.160	160' Safety Rail Kit	\$2,341	180	2pc @ 20x1	
4.97.0400.180	180' Safety Rail Kit	\$2,662	200	2pc @ 20x1	
4.97.0400.200	200' Safety Rail Kit	\$2,984	220	2pc @ 20x1	
4.97.0400.220	220' Safety Rail Kit	\$3,305	240	2pc @ 20x1	
4.97.0400.240	240' Safety Rail Kit	\$3,627	260	2pc @ 20x1	
4.97.0400.260	260' Safety Rail Kit	\$3,948	290	3pc @ 20x1	
4.97.0400.280	280' Safety Rail Kit	\$4,205	310	3pc @ 20x1	
4.97.0400.300	300' Safety Rail Kit	\$4,462	330	3pc @ 20x1	
4.97.0400.320	320' Safety Rail Kit	\$4,784	350	3pc @ 20x1	
4.97.0400.340	340' Safety Rail Kit	\$4,977	370	3pc @ 20x1	
4.97.0400.360	360' Safety Rail Kit	\$5,298	390	3pc @ 20x1	
4.97.0400.380	380' Safety Rail Kit	\$5,620	420	4pc @ 20x1	
4.97.0400.400	400' Safety Rail Kit	\$5,941	440	4pc @ 20x1	
4.97.0400.420	420' Safety Rail Kit	\$6,198	460	4pc @ 20x1	
4.97.0400.440	440' Safety Rail Kit	\$6,455	480	4pc @ 20x1	
4.97.0400.460	460' Safety Rail Kit	\$6,712	500	4pc @ 20x1	
4.97.0400.480	480' Safety Rail Kit	\$6,970	520	4pc @ 20x1	
4.97.0400.500	500' Safety Rail Kit	\$7,227	550	5pc @ 20x1	
4.97.0400.520	520' Safety Rail Kit	\$7,484	570	5pc @ 20x1	
4.97.0400.540	540' Safety Rail Kit	\$7,741	590	5pc @ 20x1	

Removable Hitch Pin

Part #	Description	List Price	Image
4.1207095	Factory-installed, fully removable hitch pin. Excellent for added safety when ladder has numerous break points (work platforms, guy anchors, antenna clusters, etc.). Easily clips open to allow removal of rail trolley. Can be installed on top and/or bottom of rail section	\$65	

Safety Rail Kits




20' Rail Extension Kits (for custom lengths)

For example, a 215' Rail System is created by ordering a 200' Rail Kit plus a 15' Rail Extension Kit. Comes with mounting hardware for attachment every 4' to 5', as rungs permit.

Part #	Description	List Price
4.97.0300.001	1' Rail Extension	\$21
4.97.0300.002	2' Rail Extension	\$40
4.97.0300.003	3' Rail Extension	\$59
4.97.0300.004	4' Rail Extension	\$78
4.97.0300.005	5' Rail Extension	\$97
4.97.0300.006	6' Rail Extension	\$110
4.97.0300.007	7' Rail Extension	\$123
4.97.0300.008	8' Rail Extension	\$136
4.97.0300.009	9' Rail Extension	\$155
4.97.0300.010	10' Rail Extension	\$174
4.97.0300.011	11' Rail Extension	\$193
4.97.0300.012	12' Rail Extension	\$214
4.97.0300.013	13' Rail Extension	\$233
4.97.0300.014	14' Rail Extension	\$252
4.97.0300.015	15' Rail Extension	\$271
4.97.0300.016	16' Rail Extension	\$290
4.97.0300.017	17' Rail Extension	\$310
4.97.0300.018	18' Rail Extension	\$329
4.97.0300.019	19' Rail Extension	\$348

Cougar 3.0 Rail Trolley

Cougar 3.0 Rail Trolley with Karabiner

Part #	Description	List Price	Image
4.957.0042.001	Cougar 3.0 Rail Trolley with Karabiner	\$550	

Cougar Max Rail Retrofit Kit

Part #	Description	List Price
4.957.0028.005	Cougar Max Retrofit Kit (Trolley axels, trolley wheels and loctite) - 5 pack	\$300

Terms and Conditions

Acceptance. Purchase Orders shall be considered final upon acceptance by Trylon (hereafter "Supplier") by issuance of a written order confirmation. The issuance by Purchaser of a Purchase Order to Supplier shall constitute acceptance by Purchaser of these Terms and Conditions which shall supersede all additional or conflicting terms and conditions on Purchaser's Purchase Order. The contract between Purchaser and Supplier shall consist of Supplier's written confirmation and these Terms and Conditions.

Pricing. Price quotation and terms shall remain in effect for thirty (30) days from date of issuance. Supplier reserves the right to change published pricing at any time.

Payment Terms. Terms of payment shall be Net thirty (30) calendar days from the date of invoice for all Product shipped by Supplier.

Finance and Collection Charge. Purchaser agrees to pay a finance charge, at a monthly rate of 2%, on past due invoices where allowed by applicable law. Purchaser agrees to pay Supplier all costs of collection including but not limited to reasonable legal fees, collection fees and court costs incurred by Supplier to collect properly due payments.

Taxes. Purchaser is responsible for all sales, use, and similar taxes, and agrees to reimburse Supplier for any such charges paid on Purchaser's behalf.

Credit Limits. Credit limits shall be determined and modified at the sole discretion of the Supplier. In the event that Purchaser is delinquent in payment, Supplier may suspend any shipment or delivery or refuse to perform any work until all past due amounts, including finance charges, have been paid in full.

Shipping Terms. Shipping terms for shipments within Canada and the United States are F.O.B. Supplier's Point of Shipment. Shipping terms for international shipments are EXW Supplier's Point of Shipment (Incoterms 2000).

Title and Risk of Loss. Title to and risk of loss and damage to the Products shall pass to Purchaser immediately upon delivery of the Products to a common carrier, or to an employee or other agent of Purchaser, at Supplier's facility.

Inspection. Purchaser or its designated representative shall inspect all Products within seven (7) calendar days after delivery of Products (hereinafter "Inspection Period") and Purchaser shall notify Supplier of any defects, shortages, overshipments, or nonconformance in any of the Products. Any Products not rejected by Purchaser within such period shall be deemed to have been accepted by Purchaser.

Shortages/Overshipments. In the event that Supplier delivers less than the scheduled requirements and Supplier is notified of such shortage within the Inspection Period, Supplier shall correct such shortage within a commercially reasonable period of time after receipt of written notice from Purchaser or as otherwise agreed by the parties. If Supplier delivers more than the quantity ordered, Purchaser can return any excess Product at Supplier's expense or retain such excess as mutually agreed by the parties.

Shipping Damage. All claims for transportation damage shall be filed and processed by the Purchaser.

Mode of Shipment. In the event that the Purchaser specifies in a Purchase Order the shipping carrier, type of service, and payment method (collectively hereinafter "Mode of Shipment"), freight costs shall be charged in a manner consistent with the Purchase Order. In the event that Purchaser has not specified a Mode of Shipment on a Purchase Order, at the sole discretion of Supplier, such charges may be prepaid by Supplier and added to Supplier's invoice to Purchaser.

Purchase Orders. Purchaser shall order Products from Supplier by issuing a Purchase Order (hereinafter "Purchase Order(s)"). All Purchase Orders must be issued in writing and signed by Purchaser's authorized representative. Any and all pre-printed terms and conditions on Purchaser's forms and documents are null and void and hereby expressly rejected, and are superseded by the terms and conditions of this Agreement.

Cancellation. All requests for cancellation or changes of Purchase Orders must be submitted in writing by Purchaser. In the event that Purchaser cancels or changes a Purchase Order, Purchaser agrees to pay a restocking fee of not less than 35% for standard Products and 100% for custom Products of the dollar value of the Purchase Order line item(s) cancelled.

Returns. (a) Purchaser may submit a request for return of Products once Products have been delivered to a common carrier, or to an employee or other agent of Purchaser, at Supplier's facility. All requests by Purchaser to return Products must be submitted in writing to Supplier utilizing Supplier's Return Request Form. Supplier shall not consider return requests received later than ninety (90) calendar days after shipment of Products.

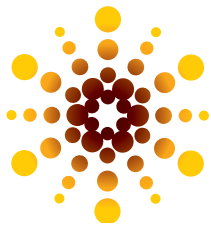
(b) Supplier shall evaluate the Return Request Form in a timely manner. Supplier may, at its sole discretion, issue Purchaser written authorization to ship Product back to Supplier (hereinafter "Return Material Authorization"). The issuance of a Return Material Authorization is not acceptance of the returned Product, merely authorization to return the Product for inspection. In the event that Supplier deems that the request is not made in compliance with the terms of this Agreement, Supplier shall notify Purchaser in writing that the request for return has been denied.

(c) Upon receipt of such Products, Supplier shall inspect the Products and, at its sole discretion, accept or deny the return of such Products. In the event that Supplier accepts the return of Products from Purchaser, Supplier shall issue a credit to Purchaser in the amount of the original invoice amount for the Products less a restocking charge (hereinafter "Restocking Fee"). Purchaser acknowledges that customary Restocking Fees are 35% for standard Products and 100% for custom Products. In the event that Supplier denies the return of Products from Purchaser, Supplier shall ship Products back to Purchaser at Purchaser's sole expense. All shipping costs for the return of goods are the responsibility of the Purchaser. In the event that, upon inspection, Supplier determines that the Products are subject to the terms of Supplier's warranty or that the Products were shipped by the Supplier to Purchaser due to an error by Supplier, Supplier shall waive any Restocking Fees and shall issue a credit to Purchaser for any shipping costs for the shipment of Products back to Supplier.

Specifications. All Products shall be manufactured to meet Supplier's current manufacturing and engineering standards. All Products shall be packaged and labeled in accordance with Supplier's standard commercial practices. Supplier reserves the right to change or modify Products at any time.

Warranty. Supplier warrants that, at time of shipment, the Products furnished by Supplier are free from defects in material and workmanship. Supplier's obligation under this warranty is limited to repair and replacement of any defective Product within one (1) year from the date of shipment to the first Purchaser. Supplier shall have the sole discretion as to which of these remedies it shall provide. These warranties shall not apply to any Product which has been subjected to misuse, neglect, alteration, accidental damage, damage or defects attributable after shipment, defects during storage or installation, defects attributable to improper installation or use for purposes other than the Product was intended, and any other defects out of the reasonable control of Supplier. Seller makes no warranties, guarantees, covenants or representations other than those expressly set out in this Warranty. The warranties and remedies provided herein are Purchaser's sole and exclusive remedies and are provided expressly in lieu of all other warranties, whether express, implied, or arising by statute or otherwise in law or from a course of dealing or usage of trade, including but not limited to, warranties of merchantability or fitness for a particular purpose. Purchaser agrees that Supplier's liability under this Agreement, and any Purchase Order issued pursuant to this Agreement, shall never exceed the purchase price of the line item upon which liability is based. Under no circumstances shall Supplier be liable for consequential, incidental, special, direct, or indirect damages including but not limited to labor costs, installation costs, inconvenience, cost of replacement goods, loss of revenue or profits, or other costs of any nature as a result of the use of Products manufactured by Supplier.

Force Majeure. Supplier shall not be liable for failure to perform any of its obligations under this Agreement to the extent such failure is caused by fire; flood; explosion; war; riot; embargo; labor disputes; compliance with any laws, regulations, orders, acts or requirements from the government, civil or military authorities; acts of God or the public enemy; or any act or event of any nature beyond the Supplier's reasonable control. In no event shall Supplier be liable to Purchaser for any special, incidental, or consequential damages as a result of delay in performance or failure to perform hereunder.



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