



Terms and Conditions of Sale

The Order Confirmation ("the Order") attached hereto is subject to these Terms and Conditions. The Order is limited to the Terms and Conditions set forth herein. As detailed in the Order, Buyer intends to purchase electrical equipment ("the Equipment") from A.N.G. USA inc. ("Seller"). By ordering the equipment Buyer agrees to be bound by the following Terms and Conditions:

1. Purchase Price: Buyer shall pay Seller the full purchase price for the Equipment as reflected in the Order.
2. Payment:
 - a. Unless otherwise agreed in writing by the Seller, Buyer shall pay a deposit equal to half of the purchase price upon placing an order.
 - b. Buyer shall pay the remaining half of the purchase price upon delivery of the Equipment.
3. No refund, No Returns or Exchanges:
 - a. Buyer understands that the Equipment is manufactured to meet the peculiar specifications of Buyer's vessel; therefore, in case of cancellation of an order, Seller could not easily resell the Equipment requested.
 - b. As such, the deposit and/or balance specified at § 2(a) are NOT REFUNDABLE, except as provided in Section 7.
 - c. Additionally, Buyer has no right to obtain a replacement, to return the Equipment, except as provided in Section 7.
 - d. All Sales are final, NO RETURN and NO REFUND.
4. Shipment:
 - a. Seller shall not be responsible for any delay in the delivery of the Equipment by the carrier.
5. Equipment's Specifics:
 - a. Seller may change Equipment's features, specifications, dimensions and designs without notice to Buyer, provided such change(s) do not affect the functionality or suitability of the Equipment for Buyer's purpose.
 - b. Seller may use substitutes for materials which cannot be reasonably obtained by Seller.
 - c. Any such change shall have no effect on the agreement between Seller and Purchaser.
 - d. Seller assumes no obligation to incorporate these changes in parts or equipment manufactured prior to the change.
6. Cables and Plugs:

Buyer understands that the Equipment is provided without cables and plugs and installation is not included.
7. Warranty:
 - a. Seller warrants that the Equipment is free from defects in design, workmanship, material, and manufacture for a period of two (2) year from delivery to Buyer or other period upon, in writing, by the Seller.
 - b. This warranty shall extend to Buyer, its successors, assigns and to users of the Equipment.
 - c. Upon discovery of a defect during the two-year warranty period, Buyer must give written notice to the Seller within 15 days of discovery. Buyer's failure to give written notice within such time will exclude the applicability of this warranty.
 - d. If Seller determines that the claimed breach is covered by this warranty, Seller shall, at its sole option and as Buyer's exclusive remedy, repair or replace the subject parts.
 - e. Warranty covers substitution or repair free of charge of all the components that are acknowledged by the producer as inefficient or faulty.
 - f. A.N.G. USA inc. is not responsible for consequential damage arising from the use of its Equipment.
 - G. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
8. Limitations and Exclusions on Warranty:
 - a. The warranty at Paragraph 7 of this Terms and Conditions does not apply to Equipment:
 - i. which was installed, maintained or operated other than in accordance with Seller's instructions,
 - ii. which was connected, installed, adjusted or used other than in accordance with the instructions furnished, or had the serial number altered, defaced or removed,
 - iii. which was opened or tampered with,
 - iv. which was installed in an inadequate location.
 - v. Which was installed by a technician not approved by Seller.
 - b. The warranty does not cover costs of all services performed in removing and reinstalling the Equipment.
 - c. Transportation ex factory is responsibility of the Buyer at his own risks and the warranty repair will be performed as soon as possible and eventually shipped back to the Buyer at his expenses and risks.
 - d. Travel Expenses and labour are responsibility of the Buyer.
 - e. Warranty doesn't cover accidentally broken parts, natural events, wrong, improper or however non conform use or installation or servicing of the product.
 - f. THE WARRANTY AT PARAGRAPH 7 DOES NOT COVER ANY LOST PROFITS, LOST SAVINGS, LOSS OF USE OF ENJOYMENT OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE EQUIPMENT. THIS INCLUDES DAMAGES TO PROPERTY AND, TO THE EXTENT PERMITTED BY LAW, DAMAGES FOR PERSONAL INJURY.
9. Improper use and Indemnity:

Buyer shall indemnify, defend, and hold Seller harmless from any claim, liability, damages, lawsuits, and costs (including attorney's fees), whether for personal injury, property damage or any other claim, brought by or incurred by Buyer, Buyer's agents, or any other person, arising out of: (a) improper selection, improper application or other misuse of Equipment purchased by Buyer from Seller; (b) any act or omission, negligent or otherwise, of Buyer (c) Buyer's failure to comply with these Terms and Conditions.
10. Force Majeure:
 - a. If a Force Majeure event prevents the Seller from performing, Seller's performance will be excused.
 - b. For purposes of this Section, Force Majeure means any act of God, including but not limited to hurricanes, war, terrorism or threats of terrorism, civil disorder, labor strikes or disruptions, fire, disease or medical epidemics or outbreaks, and curtailment of transportation facilities.
11. Entire Agreement:

The Order Confirmation and these Terms and Conditions constitute the entire agreement between the parties.

12. Modifications:
These Terms and Conditions and the Order Confirmation can only be modified by a writing signed by both parties.
13. Controlling Law:
All matters relating to the validity, meaning and performance of these Terms and Condition and of the Order Confirmation shall be decided in accordance with the law of Florida.
14. Resolution of Disputes:
In the event of a dispute, before filing an action in court, the parties agree to meet for at least 4 hours, in person or through their representatives, for a good-faith attempt to settle the dispute. The parties may also agree to appoint a mediator.
15. Consent to Jurisdiction and Choice of Forum:
 - a. Buyer hereby consents to the exclusive jurisdiction of courts located in the State of Florida.
 - b. Any and all disputes, claims, or controversies whatsoever relating to or in any way arising out of or connected with the Order Confirmation, these Terms and Conditions and the operation of the Equipment shall be litigated, if at all, before the United States District Court for the Southern District of Florida, or as to those lawsuits to which the Federal Courts of the United States lack subject matter jurisdiction, before a court located in Broward County, Florida, U.S.A. to the exclusion of the Courts of any other county, state or country.
 - c. The provisions in this Section apply to all claims whether brought in personam or in rem or based on contract, tort, statutory, constitutional or other legal rights.

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