

Billing: Either stated in Quote or typically 50% deposit, remainder on shipping Net15. All deposit Payments are due on Receipt (Due before work progresses). Unless stated otherwise specifically in a proposal, Cybernetics will issue further monthly invoices, which are all NET15. Project progress payments will generally be defined in the proposal or can be considered to be progress against a commercial summary in a proposal.

Labor estimates, including PLC configurations, commissioning and field service are estimates only, with the actual hours being invoiced. Estimates are not to imply a maximum charge – they are estimates based on experience. Too many factors affect labor, factors out of our control, and therefore labour estimates must remain estimates only.

System Pre-Configurations/Pre-Programing: Any system where we offer pre-configurations will be bench confirmed. However, bench tested systems will be at BEST 90% applicable to finished machines; requiring commissioning (unless we have entire machine & contract to shop test). Control equipment shipped to be mounted on a machine must be properly installed and commissioned (often including control system modifications). Cybernetics offers installation and commissioning technical services, under separate hourly rates. If the client chooses to commission systems without Cybernetics, they need to be equipped and aware that configuration changes may be required during commissioning, not included.

Warranty: Cybernetics warranties the quality of our labour to assemble parts into control systems or machines for a period of 6 months. Hardware is covered during the warranty period of the hardware manufactures warranty (only). Shipping and labor required for repairs are not covered in the warranty unless explicitly covered in the hardware manufacturer's warranty. Cybernetics, and the equipment manufactures we utilize to make machines or control systems, will determine warranty claims based on (but not limited too) timeline, proper application, proper installation, power quality, shipping, storage, and maintenance.

To assure best performance and warranty, professional installation and commissioning of equipment is always recommended. Customer location, power, drainage, grounding, guarding, environment, safety, altitude, seismic conditions, explosion risk conditions, foundations and more must be appropriate for equipment supplied.

All systems will require some regular maintenance which varies. Typically, maintenance includes but is not limited to, lubrication, wear part replacement, seal replacement, battery replacement, safety reviews and more; Maintenance items and consumables are not part of any warranty provided. Data, configuration, and program backups of the equipment supplied are not guaranteed and must be done along with all other maintenance of systems or machines.

Software changes in the warranty period (including reloading of programs, reloading operating systems, configuration changes, configuration reloading, firmware upgrades, re-tuning of commissioned systems, any remote support) are performed at Cybernetics's normal rates.

Non-warranty rates will be dictated by current Cybernetics' rate sheets at the time of the service.

Shipping: Unless otherwise stated in writing, all shipping is FOB Cybernetics. All shipping, crating, duty, brokerage fees, taxes, bonds, storage, expediting, and related costs will be charged back to the customer, on top of estimate above. Shipping insurance and any liabilities of shipping are the customer's cost and responsibility. Cybernetics will not export directly to the USA but will help with shipping to USA customers as required.

Customer, Consigned or Free issued equipment: Any customer equipment in Cybernetics building for storage or being worked on, is not the responsibility of Cybernetics. Customers must maintain issuance, and/or accept the risks of fire, theft, flood or any damage to their equipment while in Cybernetics shop. Any equipment in shipping is the also the responsibility of the customer; equipment ships FOB from our shop with complete customer responsibility to assure proper shipping, with insurance, is used. Any equipment not supplied, installed and commissioned by us is only warranted by customer and or manufacturer, not by Cybernetics (we do not accept any responsibility for customer supplied parts)

Performance: Final application performance results are responsibility of the customer as process knowledge in the final application is out of Cybernetics's Scope. We assemble manufactured components into integrated packages, with CSA/ETL certifications.

Any performance figures given by us are based upon the manufacturer's experience and are such as we expect to obtain on tests in our works.; however most of what we do is custom work, never specifically done before. We shall be under no liability whatsoever, whether for damages or otherwise for failure to attain such figures unless we have specifically guaranteed and warranted such performance figures subject to the recognized tolerance applicable. Where performance or production figures are specified these are based on experience obtained during tests and the Seller will not liable for failure to obtain equivalent results on any specific installation.

Terms are as stated: The seller's' deliverables are not affected by the customers commissioning and operation; as such our terms and conditions remain regardless of the customer's' installation schedule or performance. Only defective equipment is warranted if covered per equipment manufacturer's warranty-final application performance results are responsibility of the customer.

Equipment Support Scope: Cybernetics strives to provide quality systems for all our customers. Any support, warranty, liability, implied or otherwise is limited to equipment, and control of equipment, machines, or control of machines directly provided by Cybernetics. Warranty and support service does not extend to equipment or machines not supplied by Cybernetics in any situation.

Remote service unless explicitly stated in a contract is chargeable at our normal service rates regardless of situation. After hour call outs unless explicitly stated in a contract is chargeable at our normal service rates regardless of situation with a four-hour minimum charge.

Installation, Commissioning, Startup and Field Service: Supervision by Cybernetics's technicians of equipment installation, start-up and operation is available at hourly or per diem rates but is not included in the price unless specifically stated in the price estimate. Typically, an estimate may be provided, or "allowances" for a number of hours clearly defined in proposals, however, any work beyond these estimates will be charged in full per our daily rates.

Commissioning by definition is the operation of equipment for the first time or after a major upgrade/change; therefore, commissioning has some inherent risks both in terms of equipment damage and/or operational delays. Cybernetics in no way accepts responsibility for the results of these known risks. When a customer enters into a commissioning, it is expected that they are aware of and accept the risks and any associated liabilities.

Limitation of Liability: The maximum liability of Cybernetics under or in connection with the Services whether caused by the negligence of Cybernetics, its servants, agents sub-contractors or otherwise will not exceed the amounts which have been paid for our services by the Customer. Cybernetics will not be liable to the Customer for any of the following: loss of profit, loss of revenue, loss of savings, loss of opportunity, loss of business and loss of goodwill (in each case whether direct or indirect) or for any indirect loss, damage, costs, expenses and other claims (whether caused by the negligence of Cybernetics, its servants, agents sub-contractors or otherwise) which arise out of or in connection with the Services or the Contract. All projects are done under the customer's insurance, with Cybernetics insurance only being applied as secondary coverage.

Cooling: All cooling calculations, if applicable, are based on typical weather of the area (Wet Bulb). All cooling calculations are based on pressures, flows, and temperature/heat load information provided by customer. Pump and auxiliary systems are all sized based on the cooling calculation data.

SIL / Safety codes: Systems are not designed to any specific SIL safety level. All Safety and code (local or otherwise) requirements beyond what has been provided are the responsibility of the customer. This may include municipal, local, provincial or federal codes.

Liquids: If applicable where our equipment may be used with liquids note that in the case of a leak or bad liquid connection to/in customer's equipment, emergency stop will only stop the pumps and system; liquid may continue to leak via residual pressure and/or gravity until the leak condition is diminished. The customer's facility must be properly equipped (drains etc.) to handle these situations. Liquid under pressure can also spray if a connection or similar fails – equipment surrounding this system should take this into account. Cybernetics is not providing any drainage systems should there be a leak. The customer's facility must be equipped appropriately for operations and maintenance of this type of equipment, which involves liquids. No leak detection system provided unless stated.

Zone/Class Systems not designed to meet any specific area classification/rating. Customer is to assure that running equipment where mounted is acceptable, running the control screens is acceptable, and having the cold/hot liquid pipes inside is acceptable in terms of safety and area concerns if any. This system may involve electricity, liquid, cooling and heat; it is not specifically design for any Class/Div or Zone rating.

Chemicals: Customer to provide coolant (water or glycol/coolant as required) in exchanger cooling loops if applicable. If Cybernetics equipment is used in any way in conjunction with Glycol or similar liquids, the customer must be aware of any/all environmental impacts and concerns those liquids may involve. Also, the customer must assure the water or coolants used will not harm the machines they are cooling.

Seismic - altitude: Systems not designed to meet any specific seismic or altitude manufacturing ratings; however, YVR temperature/weather averages are used in the cooling calculations if applicable.

Weather/Location: Customer must be aware of weather conditions, and consider winter freezing of system is a possibility. Customer is to assure physical space is available and safe for the equipment, inside and outside, as well as access for the larger parts.

Data: If any type of data storage, forwarding, reporting, archiving or alarming is included in the supply, Cybernetics offers this service as a feature only. Such data services are not intended to be the customer's final backup, which the customer is responsible for. As such, any lost, missing, corrupted data storage, forwarding, archiving, reporting or alarming is not the end responsibility of Cybernetics, and it remains the responsibility of the customers to maintain data backups and systems according to their own needs, risks and liabilities. We offer neither warranty nor assurances, implied or otherwise, on data-based services.

Equipment Connections, Remote Links, Satellite Links, Cellular Connections: Satellite, Cellular, Wifi, Network and even cable connections can and do fail at times. Many factors come into play with connections to machines or systems, including but not limited too large infrastructures not controlled by Cybernetics, weather, solar flares, cable damage, computer viruses, power outages, blocked line of sight, radio and solar interference, and/or EMI/RFI. As such, no system should ever be designed such that damages nor injuries can occur should a remote connection fail. Cybernetics accepts neither responsibility nor liability for any result of a failed, weak or intermittent connection.

Power Quality: Any Harmonics, Leakage current, TIF, RFI or "Electrical Noise" as defined by customers specifications, including references to I.E.E.E. specifications and similar are referred back to the device manufacturer's specifications and warranty only. All manufactures specifications on these topics, including VFD and Filters, are publicly published and should meet requirements. If the device, and optionally provided filters if applicable, fail to satisfy the customers installations requirements Cybernetics is not liable beyond manufacturer's warranty (as we do not manufacture the equipment). For our regular service rates under separate contracts we do have very high-end analytic equipment and data loggers available for investigation of harmonics/RFI/TIF issues, which are often caused by a combination of equipment and power source issues (not any one VFD).

Wiring: While we strive to assure all devices are wired, and certified, to your drawings, and confirmation of all wiring in terms of accuracy, tightness of connections, proper sizing remain the final responsibly of the customer. Cybernetics supplies manufactured equipment mounted into integrated enclosures – final installation and application are the customer's responsibility. Assumed Motor FLA's approximately same as CEC Table 44.

Approvals before Application: Equipment provided is designed to safely control industrial machines, by example controlling the speed of electrical motors and monitoring sensors as defined. Cybernetics builds to ETL only. Cybernetics provided equipment may **NOT** be used for the following applications nor any applications requiring further approvals without the customer first providing ALL required certifications, approvals and engineering reviews (not provide by Cybernetics): *Flame safety supervision of combustible fuel type equipment, elevator control, crane or hoist control, service equipment use, marine use, Fire pump controllers, hazardous locations (UL 698A), fire-protective signaling (UL 864) swimming pools and spas (UL 1563) Equipment for the control of fuel cells, photovoltaic systems, or utility interactive systems (UL 1741) Electrical equipment in water, submersible pumps, Emergency alarm equipment (UL2017), Equipment for gas or vapor detection, Equipment primarily intended to energize or de-energize electrical loads to achieve the desired use of electrical power. Equipment use to lift or transport people. Equipment used as hoists or elevators. (These applications and more may/do require extra approvals by customer/installer)*