

EURO GEAR® STANDARD SALES TERMS AND CONDITIONS

For Manufacturing, Gear Manufacturing, Gearbox Repair, Rebuild, Reverse Engineering, Engineering, Inspection, Testing, Field Service, and Supply of Goods

Version 1.2

1. REVISED DEFINITION OF EURO GEAR®

These revised definitions and entity distinctions shall apply to all transactions, agreements, quotations, invoices, purchase orders, order acknowledgments, warranties, claims, disputes, and any other dealings involving Euro Gear®, and shall supersede any inconsistent interpretation unless expressly agreed otherwise in writing by the applicable Euro Gear entity.

For purposes of these Terms and Conditions, "Euro Gear®" means only the specific Euro Gear entity identified on the applicable quotation, invoice, order acknowledgment, written contract, or other written sales document. Euro Gear USA refers exclusively to the Euro Gear entity organized, existing, and operating in the State of New York, United States, and Euro Gear Canada refers exclusively to the Euro Gear entity organized, existing, and operating in the Province of Quebec, Canada.

Euro Gear Canada and Euro Gear USA are separate and independent legal entities. Reference to the Euro Gear® name, trademark, logo, brand, or group identity does not create joint liability, shared responsibility, partnership, agency, alter ego liability, successor liability, or cross-company responsibility between Euro Gear Canada and Euro Gear USA.

Only the Euro Gear entity issuing the quotation, invoice, order acknowledgment, or written contract shall be responsible for the Goods, Services, warranty, payment obligations, contractual obligations, or claims arising from that transaction.

2. DEFINITIONS

2.1. "Customer" means the person, company, corporation, buyer, purchaser, owner, end user, contractor, agent, or representative requesting, purchasing, receiving, authorizing, accepting, using, or benefiting from Goods or Services supplied by Euro Gear®.

2.2. "Goods" means all parts, components, gears, pinions, shafts, splines, housings, gearboxes, assemblies, fabricated items, machined items, repaired items, rebuilt items, replacement parts, custom manufactured parts, materials, coatings, tooling, reports, documents, drawings, inspection results, certificates, and any other items supplied by Euro Gear®.

2.3. "Services" means all work performed by Euro Gear®, including inspection, disassembly, evaluation, measurement, reverse engineering, engineering review, failure analysis, machining, welding, fabrication, manufacturing, heat treatment coordination, coating coordination, repair, rebuild, assembly, testing, bench testing, no-load testing, field service, pickup, delivery, documentation, reporting, consulting, and technical recommendations.

2.4. "Contract" means the agreement between Euro Gear® and the Customer, including the quotation, purchase order accepted by Euro Gear®, order acknowledgment, invoice, these Terms and Conditions, written scope of work, drawings, specifications, reports, and any written amendments approved by Euro Gear®.

2.5. "Customer-Supplied Information" means any drawing, sketch, model, sample, used part, damaged part, worn part, broken part, specification, measurement, tolerance, material callout, heat treatment requirement, coating requirement, OEM reference, operating data, gear data, mating component information, instruction, approval, or other information supplied by the Customer.

2.6. "Mating Components" means any component that operates with, contacts, supports, drives, is driven by, aligns with, houses, retains, lubricates, seals, or interacts with Goods supplied by Euro Gear®.

2.7. "Normal Operating Conditions" means operation within the load, speed, alignment, lubrication, temperature, duty cycle, environment, maintenance, installation, and application conditions disclosed to Euro Gear® in writing before quotation.

2.8. "Work Product" means any drawing, report, measurement, recommendation, method, process, design concept, reverse engineering data, inspection result, technical note, calculation, repair procedure, or other technical output developed or supplied by Euro Gear®.

2.9. "Written Scope of Work" means the specific Goods or Services expressly identified in Euro Gear®'s quotation, order acknowledgment, invoice, written agreement, or other written sales documentation.

3. ACCEPTANCE OF TERMS

3.1. These Terms and Conditions apply to all Goods and Services supplied by Euro Gear® unless expressly modified in writing and signed by an authorized officer of the applicable Euro Gear entity.

3.2. The Customer accepts these Terms and Conditions by: accepting a quotation, issuing a purchase order, authorizing work, delivering parts to Euro Gear®, making payment, paying a deposit, approving a drawing, accepting delivery, picking up Goods, installing Goods, using Goods, or otherwise permitting Euro Gear® to proceed.

3.3. Any Customer purchase order, portal terms, supplier terms, flow-down terms, standard terms, or other Customer document is accepted only for administrative convenience and shall not modify, replace, or override these Terms and Conditions unless Euro Gear® expressly agrees in writing.

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3.4. Euro Gear® rejects all Customer terms that conflict with, add to, or attempt to modify these Terms and Conditions, including terms involving penalties, liquidated damages, unlimited liability, consequential damages, indemnity, extended warranty, cancellation rights, back-charges, payment withholding, jurisdiction, or ownership of intellectual property.

3.5. No employee, salesperson, agent, engineer, manager, or representative of Euro Gear® has authority to waive or modify these Terms and Conditions unless such waiver or modification is in writing and signed by an authorized officer of the applicable Euro Gear entity.

4. QUOTATIONS, PRICING, AND SCOPE

4.1. Quotations are valid only for the period stated on the quotation. If no period is stated, quotations are valid for thirty (30) calendar days from the date issued.

4.2. Prices are based on the information available to Euro Gear® at the time of quotation. Prices may be adjusted for hidden damage, additional damage, incorrect Customer-Supplied Information, missing information, design changes, scope changes, material price changes, expedited delivery, special testing, additional inspection, special packaging, certification requirements, freight changes, tariffs, duties, or any other change affecting cost or schedule.

4.3. Unless expressly stated in writing, quotations are based only on the listed scope of work. Any work not expressly included is excluded.

4.4. Unless expressly stated otherwise, pricing excludes taxes, duties, tariffs, customs fees, freight, packaging, insurance, storage, third-party inspection, third-party testing, installation, removal, field labor, rigging, cranes, permits, engineering certification, metallurgical testing, destructive testing, material test reports, expedited freight, and special documentation.

4.5. Verbal estimates, budget estimates, preliminary pricing, rough order-of-magnitude estimates, and informal pricing discussions are non-binding unless confirmed in a written quotation issued by Euro Gear®.

4.6. Euro Gear® may correct clerical errors, pricing errors, typographical errors, mathematical errors, or omissions in any quotation, invoice, acknowledgment, or document.

4.7. Unless expressly guaranteed in writing, all delivery dates and lead times are estimates only.

5. PURCHASE ORDERS AND ORDER ACCEPTANCE

5.1. No Customer purchase order shall be binding on Euro Gear® until accepted by Euro Gear® in writing, by order acknowledgment, by invoice, or by commencement of work.

5.2. Acceptance of a Customer purchase order does not constitute acceptance of any Customer terms and conditions.

5.3. If a Customer purchase order conflicts with a Euro Gear® quotation, order acknowledgment, invoice, or these Terms and Conditions, the Euro Gear® document shall control.

5.4. Any changes to quantity, scope, drawings, specifications, delivery requirements, materials, inspection requirements, testing requirements, documentation, packaging, or payment terms must be approved by Euro Gear® in writing.

6. PAYMENT TERMS

6.1. Unless otherwise approved in writing by Euro Gear®, all Customers are COD ? Cash on Delivery.

6.2. Approved credit accounts may be granted Net 30 days from invoice date, unless otherwise stated in writing by Euro Gear®.

6.3. Credit terms are a privilege and may be withdrawn, modified, reduced, suspended, or revoked by Euro Gear® at any time.

6.4. Euro Gear® may require deposits, progress payments, milestone payments, payment before release of Goods, payment before shipment, payment before pickup, payment before release of reports, or payment before continued work.

6.5. For custom manufacturing, reverse engineering, repair, rebuild, special-order materials, emergency work, rush work, or large projects, Euro Gear® may require a deposit or progress payments as a condition of proceeding.

6.6. Payment is due in the currency stated on the invoice.

6.7. The Customer shall pay all bank fees, wire fees, credit card fees, exchange fees, and collection costs unless expressly agreed otherwise.

6.8. Payment shall not be withheld, delayed, reduced, set off, back-charged, or deducted because of any dispute, warranty claim, alleged defect, delay, third-party issue, unrelated order, or Customer claim unless Euro Gear® expressly agrees in writing.

6.9. Any overdue balance shall bear interest at the lesser of two percent (2%) per month, twenty-four percent (24%) per year, or the maximum rate permitted by applicable law.

6.10. The Customer shall pay all costs of collection, including legal fees, collection agency fees, court costs, arbitration costs, lien costs, administrative costs, and expenses incurred by Euro Gear® to collect overdue amounts.

6.11. If the Customer becomes overdue, insolvent, financially unstable, refuses payment, disputes payment without reasonable basis, exceeds credit limits, or fails to provide requested financial assurance, Euro Gear® may suspend all work, deliveries, warranties, engineering, reports, technical support, and future orders.

6.12. Payment of an invoice does not waive Euro Gear®'s rights and does not constitute acceptance of Customer terms.

7. COD, CREDIT HOLD, AND TERMINATED ACCOUNTS

7.1. All new Customers are COD unless credit is expressly approved in writing by Euro Gear®.

7.2. Euro Gear® may place any Customer on COD, credit hold, deposit-required status, or payment-before-shipment status at any time.

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7.3. If a Customer account or business relationship is terminated for any reason, all existing orders, purchase orders, work in progress, and outstanding obligations shall remain valid and enforceable.

7.4. All work in progress shall be brought to completion according to the agreed scope, pricing, payment terms, and delivery terms, except where completion is not commercially reasonable, technically feasible, legally permissible, unsafe, unpaid, or otherwise approved for cancellation in writing by Euro Gear®.

7.5. Upon completion, cancellation, or resolution of outstanding orders and obligations, the Customer's account shall revert to COD payment terms only for any future Goods or Services unless otherwise approved in writing by Euro Gear®.

8. SECURITY INTEREST, LIEN RIGHTS, AND RETENTION OF TITLE

8.1. To the fullest extent permitted by law, Euro Gear® retains all rights, title, lien rights, repairer's lien rights, mechanic's lien rights, storage lien rights, and security interests in Goods, Customer property, repaired equipment, work in progress, drawings, reports, and deliverables until Euro Gear® has been paid in full.

8.2. Title to Goods supplied by Euro Gear® shall not transfer to the Customer until Euro Gear® has received full payment in cleared funds.

8.3. Risk of loss may pass before title. The Customer shall remain responsible for damage, loss, insurance, freight, storage, and handling charges after Goods are made available, shipped, delivered, or picked up.

8.4. Euro Gear® may refuse to release Goods, reports, drawings, inspection findings, certificates, or Customer property until all amounts owed by the Customer to the applicable Euro Gear entity are paid in full.

8.5. The Customer grants Euro Gear® a security interest in all Goods, Customer property, and proceeds to secure payment of all amounts owed to Euro Gear®.

9. CUSTOMER-SUPPLIED DRAWINGS AND LIMITED ENGINEERING RESPONSIBILITY

9.1. Where the Customer provides drawings, sketches, samples, models, specifications, dimensions, tolerances, material requirements, heat treatment requirements, gear data, or other technical information, Euro Gear® shall manufacture, repair, machine, rebuild, inspect, or supply the Goods strictly in accordance with the Customer-Supplied Information and the Written Scope of Work accepted by Euro Gear®.

9.2. Unless engineering, design verification, design validation, load analysis, gear design, reverse engineering, failure analysis, material selection, heat treatment selection, mating component verification, gear mesh analysis, or application engineering is expressly identified as part of Euro Gear®'s Written Scope of Work, Euro Gear® shall not be responsible for engineering, designing, validating, correcting, approving, or determining the suitability of the Customer's drawings, specifications, samples, designs, tolerances, materials, gear geometry, mating components, or intended application.

9.3. The Customer remains solely responsible for the accuracy, completeness, suitability, and application of all Customer-Supplied Information. Euro Gear® may rely on such information without independently verifying its correctness.

9.4. Manufacturing, machining, repairing, rebuilding, quoting, inspecting, or supplying Goods based on Customer-Supplied Information shall not be interpreted as Euro Gear® approving, validating, certifying, correcting, warranting, or accepting design responsibility for such information.

9.5. Euro Gear® shall not be responsible for errors, omissions, design defects, dimensional errors, incorrect tolerances, incorrect materials, incorrect hardness, incorrect heat treatment, incorrect coatings, incorrect gear data, incorrect tooth geometry, or any other error in Customer-Supplied Information.

9.6. If Euro Gear® manufactures according to Customer-Supplied Information, the Customer remains responsible for confirming that the Goods are suitable for the intended application and compatible with the complete machine, system, and Mating Components.

9.7. Euro Gear® does not assume responsibility for the Customer's design unless Euro Gear® expressly accepts design responsibility in writing.

9.8. Any technical comment, observation, recommendation, measurement, inspection note, or communication provided by Euro Gear® shall be deemed advisory only and shall not expand Euro Gear®'s scope of work or transfer design, engineering, system compatibility, mating component, or application responsibility to Euro Gear®.

9.9. If the Customer requires Euro Gear® to perform engineering, design review, reverse engineering, mating component verification, gear mesh analysis, failure analysis, load verification, material selection, heat treatment selection, or application suitability review, such work must be clearly identified in the quotation, order acknowledgment, Written Scope of Work, or written agreement.

9.10. Euro Gear® shall not be liable for any fit, function, performance issue, premature wear, noise, heat, vibration, failure, damage, delay, cost, or loss arising from errors, omissions, inaccuracies, incompatibilities, or deficiencies in Customer-Supplied Information.

9.11. The Customer shall defend, indemnify, and hold Euro Gear® harmless from claims arising from Customer-Supplied Information, including claims by end users, contractors, owners, insurers, or third parties.

10. REVERSE ENGINEERING

10.1. Reverse engineering is performed based on the part, sample, assembly, data, and condition presented to Euro Gear® at the time of evaluation.

10.2. The Customer acknowledges that reverse engineering from used, worn, damaged, broken, welded, corroded, distorted, previously repaired, incomplete, modified, or unknown-origin parts may involve assumptions, engineering judgment, interpretation, and measurement limitations.

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10.3. Euro Gear® shall not be responsible for inaccuracies caused by wear, distortion, missing features, hidden damage, prior repairs, undocumented OEM changes, unknown original tolerances, unknown original material, unknown heat treatment, unknown coating, incorrect samples, or incomplete Customer information.

10.4. Unless expressly stated in writing, reverse engineering does not guarantee that the part is identical to the OEM part, original design, original performance, original material, original hardness, original heat treatment, original geometry, or any undocumented mating component.

10.5. The Customer is responsible for reviewing and approving reverse-engineered drawings, specifications, reports, measurements, and manufacturing approaches when submitted for approval.

10.6. Once the Customer approves a reverse-engineered drawing, specification, sample, or manufacturing approach, the Customer accepts responsibility for the suitability of the approved design for its intended application unless Euro Gear® expressly accepts such responsibility in writing.

10.7. Reverse engineering services are not a guarantee of system performance, compatibility, life expectancy, or fitness for a particular purpose unless expressly stated in writing.

10.8. Reverse engineering shall not include full system engineering, application engineering, load verification, stress analysis, finite element analysis, gear mesh analysis, or mating component verification unless such work is expressly included in the Written Scope of Work.

11. ENGINEERING SERVICES, INSPECTION REPORTS, AND FAILURE ANALYSIS

11.1. Engineering reviews, inspection reports, reverse engineering reports, failure analyses, and technical recommendations are based on the information, evidence, parts, measurements, operating history, and conditions available to Euro Gear® at the time of review.

11.2. Euro Gear® is not responsible for undisclosed conditions, including overload, shock load, misalignment, lubrication failure, contamination, corrosion, poor maintenance, improper installation, incorrect operation, abnormal duty cycle, vibration, heat, environmental exposure, prior repairs, hidden cracks, fatigue, foundation issues, bearing failure, housing distortion, process changes, operator error, or incomplete operating history.

11.3. Unless expressly stated in writing, Euro Gear® does not assume responsibility for complete system design, machine design, process design, safety design, production engineering, OEM design verification, finite element analysis, life-cycle prediction, or suitability for a particular application.

11.4. Inspection reports and failure analyses are professional opinions based on available information and are not guarantees of future performance.

11.5. Dimensional inspection is limited to the dimensions inspected. It does not constitute full design verification or full compliance verification unless expressly stated in writing.

11.6. No-load testing, bench testing, contact checks, rotational checks, vibration readings, temperature readings, or visual inspections do not guarantee performance under full load, field load, shock load, production conditions, or abnormal operating conditions.

11.7. The Customer remains responsible for final installation, commissioning, guarding, lubrication, operation, and suitability of the equipment.

11.8. Engineering responsibility shall exist only to the extent expressly stated in Euro Gear®'s Written Scope of Work.

12. MATING COMPONENTS AND SYSTEM COMPATIBILITY

12.1. Euro Gear®'s responsibility is limited to the Goods and Services expressly supplied by Euro Gear®.

12.2. Euro Gear® shall not be responsible for fit, function, noise, heat, vibration, premature wear, abnormal contact pattern, tooth damage, breakage, failure, or equipment damage caused by incorrect, worn, damaged, modified, misaligned, improperly installed, improperly lubricated, contaminated, distorted, or non-conforming Mating Components.

12.3. For gears and gearboxes, the Customer is responsible for confirming mating gear geometry, pitch, module, diametral pitch, pressure angle, tooth profile, tooth count, helix angle, helix hand, center distance, backlash, contact pattern, shaft alignment, bearing condition, housing condition, lubrication, hardness compatibility, surface finish, mounting, and operating conditions.

12.4. Operation of Euro Gear® supplied Goods with incorrect, worn, damaged, modified, misaligned, improperly lubricated, or non-conforming Mating Components shall void warranty coverage for any resulting damage or failure.

12.5. If Euro Gear® warns the Customer of a mating component issue, installation issue, lubrication issue, alignment issue, contact pattern issue, housing issue, bearing issue, or operating issue, and the Customer proceeds without correction, Euro Gear® shall have no responsibility for resulting damage, failure, cost, downtime, or warranty claim.

13. GEAR MESH, GEAR GEOMETRY, AND APPLICATION-SPECIFIC WARRANTY EXCLUSION

13.1. Where Euro Gear® supplies a gear, pinion, shaft, spline, gearbox component, repaired assembly, reverse-engineered component, or custom manufactured part, warranty coverage is limited to defects in Euro Gear® materials and workmanship only.

13.2. Euro Gear® shall not be responsible for improper gear mesh, noise, heat, vibration, premature wear, scuffing, pitting, spalling, tooth breakage, tooth overload, root cracking, abnormal contact, backlash issues, or failure caused by incorrect mating gear geometry, incorrect center distance, incorrect backlash, misalignment, incompatible hardness, incorrect lubrication, contamination, overload, shock load, or operation outside Normal Operating Conditions.

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13.3. If the Customer supplies the drawing, sample, specification, or gear data, and Euro Gear® manufactures according to that drawing, sample, specification, or gear data, Euro Gear® shall not be responsible for design errors, compatibility errors, system performance issues, or mating gear problems resulting from that Customer-Supplied Information.

13.4. Continued operation after abnormal noise, heat, vibration, poor contact pattern, metal contamination, oil contamination, visible wear, or other abnormal condition is observed shall void warranty coverage for resulting damage.

13.5. Unless expressly included in the Written Scope of Work, Euro Gear® is not responsible for independently verifying gear design, gear mesh, mating gear compatibility, load capacity, operating duty, or system suitability.

14. QUALITY, INSPECTION, AND ACCEPTANCE

14.1. Euro Gear® will perform Goods and Services in accordance with the written scope, applicable drawings, specifications accepted by Euro Gear®, and commercially reasonable industry practices.

14.2. The Customer shall inspect all Goods and Services immediately upon delivery, pickup, installation, receipt, or completion.

14.3. Any claim for visible damage, shortage, incorrect shipment, or non-conformance must be made in writing within five (5) business days after receipt or availability of Goods.

14.4. Failure to provide written notice within the required period constitutes acceptance of the Goods and Services.

14.5. Use, installation, resale, modification, disassembly, operation, or further processing of Goods constitutes acceptance.

14.6. Any inspection by the Customer or Customer's representative shall not relieve the Customer of responsibility for installation, mating components, operation, lubrication, and maintenance.

14.7. Unless expressly stated in writing, Euro Gear® is not responsible for Customer inspection costs, third-party inspection costs, source inspection delays, or approval delays.

14.8. Final acceptance shall occur upon the earliest of written acceptance, pickup, shipment, delivery, installation, use, payment, or failure to reject in writing within the inspection period.

15. TESTING

15.1. Testing shall be performed only if expressly included in the quotation or scope of work.

15.2. Unless expressly stated otherwise, any Euro Gear® bench test is a no-load or limited-load shop test and does not represent full production loading or field conditions.

15.3. Testing is limited to the specific test performed and does not guarantee full-load performance, service life, process output, noise level, vibration level, temperature stability, or compatibility with Customer equipment.

15.4. Customer-required third-party testing, material testing, metallurgical testing, non-destructive testing, load testing, dynamic balancing, inspection hold points, certifications, or special documentation shall be charged separately unless expressly included in writing.

16. WARRANTY

16.1. Unless otherwise stated in writing by Euro Gear®, Euro Gear® warrants that Goods manufactured, repaired, rebuilt, or supplied by Euro Gear® shall be free from defects in Euro Gear® materials and workmanship for a period of one (1) year from the date of delivery of the Goods.

16.2. The warranty period begins upon delivery of the Goods to the Customer, pickup by the Customer, delivery to the carrier, or availability of the Goods for pickup, whichever occurs first.

16.3. Euro Gear®'s warranty applies only under Normal Operating Conditions and only where the Goods have been properly installed, aligned, lubricated, maintained, inspected, operated, and used in accordance with accepted industry practices, Euro Gear® recommendations, and the operating conditions disclosed to Euro Gear® before quotation.

16.4. Euro Gear®'s warranty is limited strictly to defects directly caused by Euro Gear® materials or workmanship. The warranty does not constitute a guarantee of system performance, production output, service life, compatibility with non-Euro Gear components, or fitness for any application not expressly accepted in writing by Euro Gear®.

16.5. In the event of any alleged failure, defect, malfunction, premature wear, abnormal noise, vibration, heat, tooth damage, bearing damage, shaft damage, gearbox damage, or other performance issue, the Customer must immediately stop operation and notify Euro Gear® in writing.

16.6. As a condition of any warranty review, the Customer shall provide all requested documentation, including mechanical service records, maintenance records, lubrication records, oil analysis reports, installation and alignment records, operating logs, load/speed/torque information, photographs and videos, inspection records, repair history, and commissioning records.

16.7. All allegedly defective or failed Goods, parts, components, mating components, and related evidence must be preserved and made available to Euro Gear® for inspection and evaluation.

16.8. All parts must be evaluated by Euro Gear® to determine the root cause of failure. Warranty coverage shall apply only if Euro Gear® determines that the failure was directly caused by a defect in Euro Gear® materials or workmanship.

16.9. Euro Gear® shall have the sole right to determine whether a claimed failure is covered under warranty.

16.10. If the Customer fails to provide requested records, fails to preserve the failed parts, continues operation after an abnormal condition is observed, modifies or repairs the Goods without Euro Gear® authorization, the warranty claim may be denied.

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16.11. Euro Gear®'s warranty does not cover: normal wear and tear; misuse, abuse, overload; improper installation; improper lubrication; corrosion or environmental damage; incorrect Mating Components; Customer-Supplied Information errors; parts modified by others; continued operation after abnormal conditions; failure to follow recommendations; consumables; operation outside Normal Operating Conditions; or consequential damage.

16.12. If Euro Gear® determines that a valid warranty condition exists, Euro Gear®'s sole obligation shall be, at Euro Gear®'s option, to repair, replace, rework, or issue a credit for the defective Goods or Services.

16.13. Warranty work does not extend, renew, or restart the original warranty period unless expressly stated in writing by Euro Gear®.

16.14. No warranty shall apply until Euro Gear® has been paid in full for the applicable Goods and Services.

16.15. No employee, salesperson, agent, contractor, engineer, or representative is authorized to provide a warranty different from these Terms and Conditions unless approved in writing by an authorized officer of the applicable Euro Gear entity.

16.16. Except as expressly stated in these Terms and Conditions, Euro Gear® disclaims all other warranties, express or implied, including any implied warranty of merchantability, fitness for a particular purpose, non-infringement, performance, design suitability, system compatibility, or uninterrupted operation, to the fullest extent permitted by law.

17. CUSTOMER RESPONSIBILITIES

17.1. The Customer is responsible for providing complete, accurate, and timely information required for Euro Gear® to perform the Goods or Services.

17.2. The Customer is responsible for confirming loads, speeds, torque, duty cycle, lubrication, temperature, alignment, installation conditions, machine condition, safety requirements, drawings, specifications, mating components, and suitability for intended use.

17.3. The Customer is responsible for proper installation, commissioning, guarding, alignment, lubrication, maintenance, inspection, and operation of Goods.

17.4. The Customer shall not operate equipment if abnormal noise, heat, vibration, leakage, contamination, misalignment, poor contact pattern, or visible wear is observed.

17.5. The Customer shall provide maintenance records, operating records, lubrication records, installation records, photographs, failed parts, and related evidence upon request.

17.6. Failure to provide requested information or preserve evidence may void warranty coverage.

17.7. The Customer is responsible for requesting engineering, design validation, reverse engineering, mating component verification, gear mesh analysis, material verification, or application suitability review if such services are required.

18. USED, REPAIRED, AND REBUILT EQUIPMENT

18.1. The Customer acknowledges that repair and rebuild work may involve used equipment with hidden damage, wear, distortion, cracking, fatigue, corrosion, prior improper repairs, undocumented modifications, or conditions not visible during initial inspection.

18.2. Euro Gear® shall not be responsible for hidden defects, pre-existing damage, fatigue, prior repairs, or conditions not reasonably discoverable during the agreed inspection or repair scope.

18.3. Repair or rebuild work does not make used equipment new unless expressly stated in writing.

18.4. If Euro Gear® recommends additional repairs and the Customer declines, delays, or limits the scope, Euro Gear® shall not be responsible for any resulting failure, reduced performance, reduced life, or warranty claim.

19. CUSTOMER DECLINED RECOMMENDATIONS

19.1. If Euro Gear® recommends repair, replacement, inspection, testing, engineering verification, mating component replacement, lubrication correction, alignment correction, bearing replacement, housing repair, shaft repair, NDT, balancing, contact pattern verification, or any other corrective action, and the Customer declines or delays such recommendation, the Customer assumes all resulting risk.

19.2. Any failure, damage, delay, cost, downtime, or performance issue resulting from declined or delayed recommendations shall not be covered by warranty.

20. INTELLECTUAL PROPERTY, DRAWINGS, AND PROPRIETARY KNOW-HOW

20.1. All drawings, reverse engineering data, calculations, manufacturing methods, repair procedures, inspection methods, gear design methods, tooling concepts, proprietary materials, coatings, pricing methods, process knowledge, technical recommendations, and know-how developed by Euro Gear® remain the property of Euro Gear® unless expressly agreed otherwise in writing.

20.2. Payment for Goods or Services does not transfer ownership of Euro Gear® intellectual property, proprietary know-how, manufacturing processes, inspection methods, repair methods, or internal drawings.

20.3. Customer-supplied drawings remain the Customer's property. However, the Customer grants Euro Gear® the right to use Customer-Supplied Information as necessary to quote, manufacture, repair, inspect, reverse engineer, document, and supply Goods or Services.

20.4. The Customer shall not copy, reproduce, disclose, reverse engineer, distribute, publish, or provide Euro Gear® proprietary information to any third party without Euro Gear®'s prior written consent.

20.5. Euro Gear® may retain copies of drawings, reports, photographs, inspection records, and technical data for quality, legal, historical, warranty, and operational purposes.

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21. CONFIDENTIALITY

21.1. Each party shall keep confidential non-public technical, commercial, financial, and proprietary information received from the other party.

21.2. Euro Gear® may use general project information, non-confidential photographs, and non-identifying examples of work for internal training, quality control, marketing, and portfolio purposes unless the Customer expressly prohibits such use in writing before work begins.

21.3. Confidentiality obligations do not apply to information that is public, already known, independently developed, required by law, or disclosed with consent.

22. DELIVERY, FREIGHT, RISK OF LOSS, AND STORAGE

22.1. Delivery dates and lead times are estimates only unless expressly guaranteed in writing by Euro Gear®.

22.2. Euro Gear® shall not be liable for delays caused by material availability, subcontractors, heat treatment, coatings, freight, customs, tariffs, Customer delays, scope changes, engineering issues, hidden damage, payment delays, labor shortages, equipment breakdown, or events beyond Euro Gear®'s reasonable control.

22.3. Risk of loss passes to the Customer upon the earliest of pickup by Customer, delivery to carrier, shipment from Euro Gear®, or delivery to Customer site.

22.4. Freight, customs, duties, insurance, rigging, loading, unloading, permits, and transportation costs are the Customer's responsibility unless expressly stated otherwise.

22.5. If the Customer delays pickup, delivery, payment, inspection, approval, or authorization, Euro Gear® may charge storage fees, handling fees, insurance costs, and related expenses.

23. CUSTOMER PROPERTY AND ABANDONED PROPERTY

23.1. Customer property left with Euro Gear® is held at the Customer's risk unless damage is caused solely by Euro Gear®'s gross negligence.

23.2. The Customer is responsible for insuring Customer-owned parts, samples, assemblies, equipment, tools, and materials while in transit and while located at Euro Gear®.

23.3. If Customer property remains unpaid, unclaimed, or abandoned for more than sixty (60) days after written notice, Euro Gear® may charge storage fees and may, where permitted by law, sell, scrap, or dispose of such property to recover unpaid amounts and costs.

23.4. Euro Gear® shall not be liable for loss of Customer property caused by fire, theft, flood, natural disaster, transportation damage, corrosion, environmental exposure, or events beyond Euro Gear®'s reasonable control.

24. CHANGE ORDERS AND ADDITIONAL WORK

24.1. Any change in scope, drawings, materials, quantity, tolerances, delivery requirements, inspection requirements, testing requirements, documentation, packaging, or specifications may result in price and lead-time adjustments.

24.2. Euro Gear® is not required to perform additional work unless the Customer authorizes the change and agrees to any price and schedule adjustment.

24.3. If additional work is discovered during disassembly, inspection, machining, repair, or rebuild, Euro Gear® may pause work until the Customer authorizes the additional work.

24.4. If urgent action is reasonably required to protect the Customer's equipment, prevent damage, preserve work, or continue necessary operations, Euro Gear® may proceed with reasonable additional work and invoice the Customer accordingly.

25. CANCELLATION

25.1. Orders may not be cancelled without Euro Gear®'s written consent.

25.2. If Euro Gear® accepts cancellation, the Customer shall pay for completed work, work in progress, materials, engineering, reverse engineering, subcontractor charges, restocking fees, cancellation fees, administrative costs, storage costs, and reasonable profit.

25.3. Custom manufactured parts, reverse-engineered parts, repaired parts, rebuilt assemblies, special-order materials, non-standard Goods, and emergency work are non-cancellable and non-returnable unless agreed in writing by Euro Gear®.

26. RETURNS

26.1. Goods may not be returned without prior written authorization from Euro Gear®.

26.2. Custom Goods, reverse-engineered Goods, repaired Goods, rebuilt Goods, modified Goods, special-order Goods, used parts, and electrical or wear components are not returnable unless Euro Gear® expressly agrees in writing.

26.3. Authorized returns must be shipped freight prepaid, insured, and properly packaged by the Customer.

27. TAXES, DUTIES, TARIFFS, AND COMPLIANCE

27.1. The Customer is responsible for all applicable taxes, duties, tariffs, customs charges, import charges, export charges, brokerage fees, regulatory fees, and similar charges unless expressly stated otherwise.

27.2. The Customer is responsible for ensuring that Goods and Services are lawful and suitable for the Customer's intended use, industry, jurisdiction, and application.

27.3. The Customer shall not request or use Goods or Services in violation of applicable laws, export controls, sanctions, safety regulations, industry requirements, or third-party rights.

28. SAFETY

28.1. The Customer is responsible for ensuring that all equipment using Euro Gear® supplied Goods or Services is properly guarded, installed, commissioned, maintained, operated, and used in compliance with all applicable safety laws, codes, and standards.

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28.2. Euro Gear® shall not be responsible for injuries, damages, or losses caused by unsafe installation, lack of guarding, improper maintenance, improper operation, unauthorized modification, bypassed safety systems, or failure to follow applicable safety requirements.

28.3. Unless expressly included in writing, Euro Gear® does not perform machine safety certification, guarding certification, lockout procedure certification, or regulatory compliance certification.

29. FORCE MAJEURE

29.1. Euro Gear® shall not be liable for delay or failure to perform caused by events beyond its reasonable control, including acts of God, fire, flood, storms, accidents, strikes, labor disputes, supplier delays, transportation delays, customs delays, material shortages, war, terrorism, government action, power failure, pandemic, equipment breakdown, cyber incident, or other circumstances beyond Euro Gear®'s control.

29.2. Lead times shall be extended for the period of delay caused by any force majeure event.

30. LIMITATION OF LIABILITY

30.1. Euro Gear® shall not be liable for any indirect, incidental, special, punitive, consequential, or economic damages.

30.2. Excluded damages include loss of production, loss of revenue, loss of profit, downtime, delay, penalties, liquidated damages, lost contracts, recall costs, removal costs, installation costs, crane costs, rigging costs, shutdown costs, expedited repair costs, emergency purchase costs, loss of use, loss of product, damage to other equipment, or claims by the Customer's customer or end user.

30.3. Euro Gear®'s total liability for any claim arising out of or relating to Goods or Services shall not exceed the amount actually paid to Euro Gear® for the specific Goods or Services giving rise to the claim.

30.4. The limitations in this section apply regardless of whether the claim is based in contract, warranty, negligence, tort, strict liability, indemnity, statute, misrepresentation, or otherwise.

30.5. No claim may be brought against Euro Gear® more than one (1) year after the date the Goods or Services were delivered, completed, or invoiced, whichever occurs first.

31. NO CROSS-ENTITY LIABILITY

31.1. The Customer agrees that any claim, dispute, warranty demand, lawsuit, payment issue, repair issue, manufacturing issue, engineering issue, reverse engineering issue, delivery issue, or other matter shall be brought only against the specific Euro Gear entity that issued the quotation, invoice, order acknowledgment, or written contract for the Goods or Services at issue.

31.2. Under no circumstances shall Euro Gear Canada be liable for any act, omission, contract, warranty, debt, obligation, lawsuit, judgment, or claim involving Euro Gear USA, and vice versa, unless expressly agreed to in writing by the applicable entity.

31.3. Service of process, legal demands, or claims directed to the wrong Euro Gear entity shall have no legal effect on the other entity.

32. INDEMNIFICATION

32.1. The Customer shall indemnify, defend, and hold harmless Euro Gear®, its affiliates, officers, directors, employees, agents, and subcontractors from any claim, demand, lawsuit, damage, loss, cost, expense, or liability arising from Customer-Supplied Information, the Customer's use of Goods, the Customer's failure to follow recommendations, third-party claims, the Customer's breach of these Terms, or any injury, death, property damage, or environmental damage arising from the Customer's use of Goods or Services.

33. GOVERNING LAW AND JURISDICTION

33.1. Contracts involving Euro Gear Canada shall be governed by the laws of the Province of Quebec, Canada. The Customer irrevocably submits to the exclusive jurisdiction of the courts of Quebec.

33.2. Contracts involving Euro Gear USA shall be governed by the laws of the State of New York, United States. The Customer irrevocably submits to the exclusive jurisdiction of the state and federal courts located in New York.

33.3. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

34. DISPUTE RESOLUTION

34.1. Before commencing litigation, the parties shall attempt in good faith to resolve any dispute through direct negotiation between authorized representatives.

34.2. If negotiation fails, disputes may be submitted to mediation at the request of either party.

34.3. Mediation does not suspend payment obligations.

35. GENERAL

35.1. These Terms and Conditions, together with any quotation, order acknowledgment, invoice, Written Scope of Work, or written agreement issued by Euro Gear®, constitute the entire agreement between the parties.

35.2. If any provision of these Terms and Conditions is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

35.3. No waiver of any breach shall constitute a waiver of any other breach.

35.4. Euro Gear® may assign its rights and obligations. The Customer may not assign without Euro Gear®'s prior written consent.

35.5. These Terms and Conditions are binding on successors and permitted assigns.

35.6. Headings are for convenience only and do not affect interpretation.

35.7. The failure of Euro Gear® to enforce any right shall not constitute a waiver.

35.8. Nothing in these Terms and Conditions creates a partnership, joint venture, agency, or employment relationship.

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35.9. The Customer represents that it has authority to enter into the Contract and to bind any company or organization on whose behalf it is acting.

35.10. These Terms and Conditions may be updated by Euro Gear® from time to time. The version in effect at the time of quotation or order acknowledgment shall apply to that transaction.

END OF TERMS AND CONDITIONS