

**Standard Conditions**

- The prices stated in the quotation are based on system prices and not individual unit prices.
- All surplus parts of the installation belong to customer

Cancellation fee

- 90% if cancelled after 8 days of placing order.

Installation and or Commissioning access & labour

- Fleming Dynamics personnel require unrestricted access to the job site Monday through Friday, 6am to 6pm per day.
- Labour allocation:
 - ? days × 10-hour shifts (weekdays)
 - ? days × 10-hour shifts (Saturday at 1.5 x weekday rate)
 - ? days × 10-hour shifts (Sunday at 2 x weekday rate)
- Additional labour hours beyond this allocation will be charged at standard rates.
- FD disclaims all responsibility for rebuilding and/or renovation of buildings or parts of buildings.
- Test run and commissioning of the FD system shall take place in direct continuation of the installation.
- Installation consumables, pipe supports, piping system and labour estimated subject to variation as needed to complete the project to best practice standards. Anything additional will be presented as a variation for approval against separate purchase order.

Exclusions

The following services are not included unless otherwise agreed:

- Civil works, plumbing, and electrical installation.
- Commissioning of third-party equipment.
- Site preparations to allow uninterrupted access and workflow
- Demolition, core drilling and/or breaking of elements of building
- Supply of utilities (air, water, power).
- Site permits or certifications.
- Demurrage beyond agreed free days.

Project Management, Installation, Commissioning, handover, training and Risk Assessment

- Installation schedule to be confirmed based on existing project commitments, delays caused by customer may incur additional fees.
- Commissioning will occur within 7 days of installation completion, if delayed additional fees may apply.

**Warranty**

- 1, 2, 3 or 5 year supplier warranty from commissioning date.
- Covers manufacturing defects and workmanship.
- Excludes:
 - Damage due to misuse or improper installation.
 - Wear and tear or consumables.
 - Third-party components not supplied by Fleming Dynamics.
 - All labour
 - Separation of mixed materials after conveying caused by differences in material property
 - Reduced flow and pressure performance due to condition of existing heat exchangers
- All shipping of non-standard stock parts or components or equipment
- Equipment supplied should be kept indoors or in shipping container until the installation work is completed.
- The equipment from Fleming Dynamics is designed for processing of dry free-flowing granules and regrind only.

Payment Terms

- 50% deposit upon order confirmation received within 7 days
- 50% balance due prior to BOL (bill of lading) or delivery into customer store
- Late payments may incur interest at 2% per month.
- Delays outside of Fleming control may void agreed payment terms & additional fees may apply.

Force Majeure

Fleming Dynamics is not liable for delays caused by events beyond its control, including but not limited to:

- Natural disasters
- Transportation disruptions
- Supplier delays
- Government actions
- Site delays