



TurboMist Standard Terms and Conditions of Sale

1. Definitions

- 1.1 "Seller" refers to Slimline MFG (TurboMist), located in the province of British Columbia.
- 1.2 "Buyer" refers to the individual or entity purchasing the TurboMist sprayer and associated parts.
- 1.3 "Products" refers to the TurboMist sprayer and associated parts sold by the Seller.

2. Intellectual Property

- 2.1 The Buyer acknowledges that all intellectual property rights in the Products, including but not limited to patents, trademarks, copyrights, and trade secrets, remain the property of the Seller.
- 2.2 The Buyer agrees not to reproduce, modify, or reverse engineer any part of the Products.

3. Warranty

- 3.1 The Seller provides a standard warranty for the Products, details of which are available on our website at www.turbomist.com/warranty.
- 3.2 The warranty covers manufacturing defects and does not cover damages caused by misuse, neglect, or unauthorized modifications.
- 3.3 The Buyer must notify the Seller of any warranty claims within the warranty period.

4. Limitation of Liability

- 4.1 The Seller's liability under this agreement is limited to the repair or replacement of defective Products as specified in the warranty.
- 4.2 The Seller shall not be liable for any personal injury, property damage, or consequential damages arising from the use or operation of the Products.
- 4.3 The Buyer assumes all risks and liability for the use of the Products.

5. Indemnification

- 5.1 The Buyer agrees to indemnify, defend, and hold harmless the Seller from any and all claims, damages, losses, and expenses, including legal fees, arising from the Buyer's use or misuse of the Products.
- 5.2 This indemnification obligation shall survive the termination or expiration of this agreement.

6. Delivery Terms

- 6.1 All sales are Ex-works (EXW) the Seller's facility in British Columbia.
- 6.2 The Buyer is responsible for all shipping and handling charges. The Seller can arrange freight on the Buyer's behalf for an additional fee.
- 6.3 Risk of loss or damage to the Products passes to the Buyer upon the Products leaving the Seller's facility.



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7. Governing Law

7.1 This agreement and any disputes arising out of or related to this agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia, without regard to its conflict of law principles.

8. Entire Agreement

8.1 These terms and conditions constitute the entire agreement between the Buyer and the Seller concerning the sale of the Products.

8.2 Any terms and conditions proposed by the Buyer that are inconsistent with or in addition to these terms and conditions are hereby rejected unless a mutually agreed-upon written agreement is in place.

9. Acceptance of Terms

9.1 By placing an order for the Products, the Buyer acknowledges that they have read, understood, and agreed to these terms and conditions.

9.2 These terms and conditions are subject to change at the discretion of the Seller, and the most current version will be available on our website at www.turbomist.com/terms.



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